



Daniel Nibouar
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September 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Certification of Designation of Agent Resolution
for FEMA Hazard Mitigation Grant Program (HMGP) - 5327

Purpose/Outcomes	Disaster Management (DM) requests certification of the designation of agent to the interim disaster management director to sign the grant application to upgrade the Upper Sandy River Flood Warning System.
Dollar Amount and Fiscal Impact	The purpose of this HMGP proposal is to upgrade the equipment and improve service reliability of four* of the five gauge sites of the existing warning system by establishing direct dedicated power connectivity to PGE service and with a dedicated interface to the County's fiber optic broadband service (CBX) to each station. This HMGP project would cover the service installation costs for electric and fiber connectivity, AC converter equipment, updated Campbell Scientific LoggerNet Administrative software, and the labor for an electrician to complete the installation. Disaster Management will assume the monthly recurring costs for PGE and CBX services. Total \$85,000, 25% Local Match \$21,250, Monthly Service Fees \$630
Funding Source	General Fund for 25% local match (already in DM budget)
Duration	Grant performance period is three years with ongoing monthly fees for electricity and fiber broadband services.
Previous Board Action	The Board approved the application for the FEMA HMGP-5327 on April 29, 2021. Item E.2.
Strategic Plan Alignment	1. Ensure Safe, Healthy and Secure Communities
County Counsel Review	Stephen Madkour on 3-14-21.
Procurement Review	Grant application. Procurement review is not required.
Contact Person	Jay Wilson, (503) 723-4848

BACKGROUND:

The Board previously approved Disaster Management to apply for the FEMA Hazard Mitigation Grant Program-5327 on April 29, 2021. That approval was sent to FEMA and FEMA has requested the certification as part of their process. The description of the project from the request on April 20, 2021 is below.

This proposal is to improve the service and risk reduction for the existing flood warning system that was originally installed in 2014 with HMGP#1956.0005. The function is to provide near-field monitoring of the, Salmon, Zig Zag, and upper Sandy rivers flowing through numerous



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residential areas. The system's original five gauge stations, designed by Campbell Scientific, uses five sonar-based sensors mounted under County-owned bridges to detect the water surface level. These stations are solar powered with battery storage and communicate the data every 15 minutes with individual station radio signals to a base station at Hoodland Fire near Welches. Following the complete installation of the system in 2017, the operational reliability has suffered due to poor radio transmission and intermittent solar charging due to snow and ice accumulation on the solar panels. Since 2019 the system has been offline.

A working flood warning system will serve approximately 500 riverside residential properties, along with several thousand properties in the broader channel migration zone, and allow County 1 and local emergency officials to track emerging flood conditions of the three rivers within the 10-mile area of the upper Sandy River Basin.

*The site along the upper Salmon River on Bridge Street is not cost effective for both PGE and CBX and will be decommissioned. The remaining four sites are: two on the upper Sandy River – Lolo Pass Road Bridge and on the Brightwood Bridge; one on the lower Salmon River – Brightwood Bridge; and one on the lower Zig Zag River Bridge on Lolo Pass Road. Clackamas County.

RECOMMENDATION:

Staff respectfully recommends the Certification of the Designation of Agent Resolution

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Nibouar".

Daniel Nibouar
Interim Director

Attachments: HMGP-5327 Designation of Agent Resolution

DESIGNATION OF AGENT

RESOLUTION

BE IT RESOLVED _____ **OF** _____
(Governing Body) (Public Entity)

THAT _____,
(Name) (Title)

is hereby authorized to execute for and in behalf of

a public entity established under the laws of the Oregon, all required forms and documents for the purpose of obtaining financial assistance for the Hazard Mitigation Grant Program (HMGP), or Hazard Mitigation Grant Program Post Fire (HMGP-PF), or the Building Resilient Infrastructure and Communities (BRIC) program under the Disaster Recovery Reform Act of 2018 (DRRA) or the Flood Mitigation Assistance (FMA) program, as pertains to federal mitigation grant programs indicated below (check all that apply):

- HMGP HMGP-PF BRIC FMA

Passed and approved this _____ day of _____, 20_____.

CERTIFICATION

I, _____, duly appointed and _____
(Name) (Title)

of _____, do hereby certify that the above is a true and correct copy of
(Public Entity)

a resolution passed and approved by the _____
(Governing Body)

of _____ on the _____ day of _____ 19____.

(Signature) (Official Position) (Date)

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS
Sitting/Acting as (if applicable)
Policy Session Worksheet

Presentation Date: 9/14/2021 **Approx. Start Time:** 1:30 PM **Approx. Length:** 30 minutes

Presentation Title: Overview of Clackamas County's Emergency Medical Services Program

Department: H3S

Presenters: Philip Mason-Joyner, Public Health Director; Bill Conway, EMS Coordinator

Other Invitees: N/A

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

This is an informational session to brief the Board of County Commissioners on the Emergency Medical Services (EMS) system in Clackamas County. Staff requests the opportunity to have an additional policy session scheduled later this calendar year to discuss finalizing a performance based contract with American Medical Response, NW.

EXECUTIVE SUMMARY: State law requires Clackamas County, acting as the Local Public Health Authority, to assure Emergency Medical Services (EMS) for the jurisdiction. EMS are medical 911 related emergency services that provide care to patients and transport to local hospitals. The purpose of this policy session is to provide a brief overview of the EMS system in Clackamas County in preparation for a Board discussion on the County's Ambulance Services Contract at a later date.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO

What is the cost? Approximately \$6 million annually

What is the funding source? Franchise Fee

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?
 - Emergency Medical Services is an important Public Health program and aligns with Public Health Strategic Business Plan.

- How does this item align with the County's Performance Clackamas goals?
 - Ensure safe, healthy & secure communities.

LEGAL/POLICY REQUIREMENTS: None

PUBLIC/GOVERNMENTAL PARTICIPATION: N/A

OPTIONS: N/A

RECOMMENDATION: N/A

ATTACHMENTS: PowerPoint presentation

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

For information on this issue or copies of attachments, please contact Bill Conway @ 503-313-9170 or
wconway@clackams.us

Overview of Clackamas County Emergency Medical Services (EMS)

H3S / Clackamas County Public Health Division



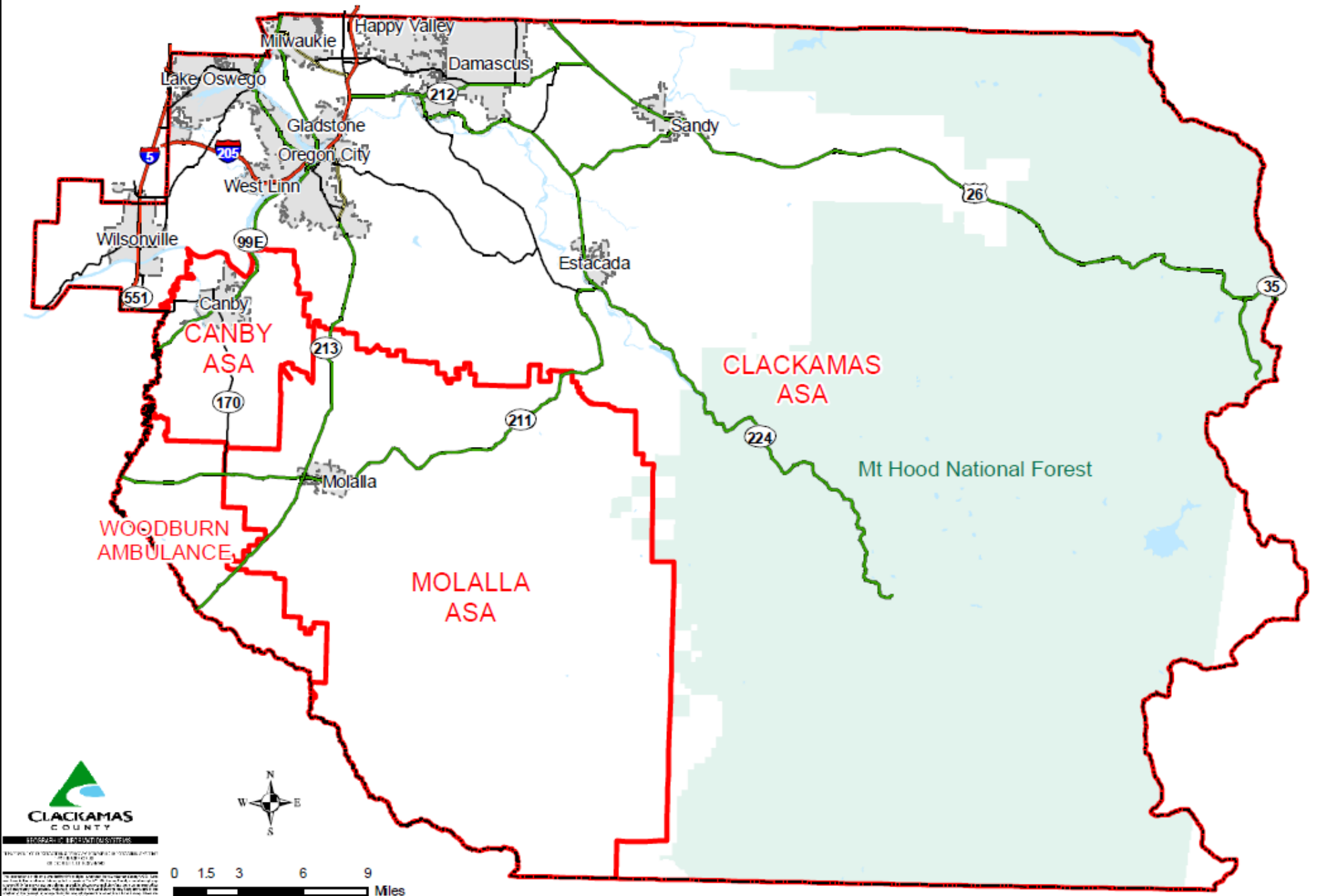
Public Health
Prevent. Promote. Protect.

Role of EMS in Clackamas County



- State law tasks Clackamas County, through the Local Public Health Authority, with responsibility to provide EMS transport coverage to residents.
- The Ambulance Service Plan establishes this coverage with 3 Ambulance Service Areas:
 - Clackamas ASA
 - Canby ASA
 - Molalla ASA

CLACKAMAS COUNTY AMBULANCE SERVICE AREAS



Ambulance Service Area Plan

- First Clackamas County ASA established in 1991, current version from 2012
- The plan is intended to ensure the highest quality care & timely response.
- Establishes requirements for EMS and 911 services operating in the County, and penalties for non-compliance
- Sets educational, training & quality improvement standards

CLACKAMAS COUNTY CODE

TITLE 10
FRANCHISES

CHAPTER 10.01 Table of Contents

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CHAPTER 10.01
10.01 AMBULANCE SERVICE PLAN

10.01.010 Certification by Board of County Commissioners

Clackamas County Code Chapter 10.01 is the Ambulance Service Plan for the County. The Board of County Commissioners hereby certifies that:

A. The County has included in this plan each of the subjects or items set forth in Oregon Administrative Rule 333-260-0020 and has addressed and considered each of those subjects or items in the adoption process.

B. In the Board's judgment, the ambulance service areas established in the plan will provide for the efficient and effective provision of ambulance services; and

C. To the extent they are applicable, Clackamas County has complied with ORS 682.062 and 682.063 and with existing local ordinances and rules.

[Codified by Ord. 05-2000, 7/13/00]

10.01.020 Overview of County

A. Clackamas County has a population of approximately 378,480 as of April 1, 2010, and an area of 1,879 square miles. Provision of emergency medical services presents a challenge due to the widely varying demographic and geographic areas within the County. The urbanized areas of the County within the Portland metropolitan urban growth boundary are densely populated, while rural areas are much less densely populated. More than one-third of the County

Exhibit A - Page 1

Clackamas County's EMS Response Model – Dual Advanced Life Support (ALS)

- A dual ALS system provides emergency care to residents utilizing both AMR and Fire medics on the majority of calls.
- It provides broad out-of-hospital medical care AND broad firefighting coverage.
- Treatment and transport provided through the combined effects of AMR and Fire assets.
- Provides enough crew members to manage complex emergencies (e.g. cardiac arrest requires many people).



EMS Funding

- Patient Fees - \$1,399.13 per transport
- *Franchise Fee – \$130,954 (quarterly)
 - Provides funding for administrative costs, EMS Coordinator, and EMS Medical Directors
- *Cost Savings - \$386,000 (annually)
 - Fire Agency Payments – 60%
 - Compassion Care – 20%
 - System Enhancement – 20%

*Restricted funds – written in contract that funds must be used to administer the Clackamas County EMS Program

Response Zones & Requirements

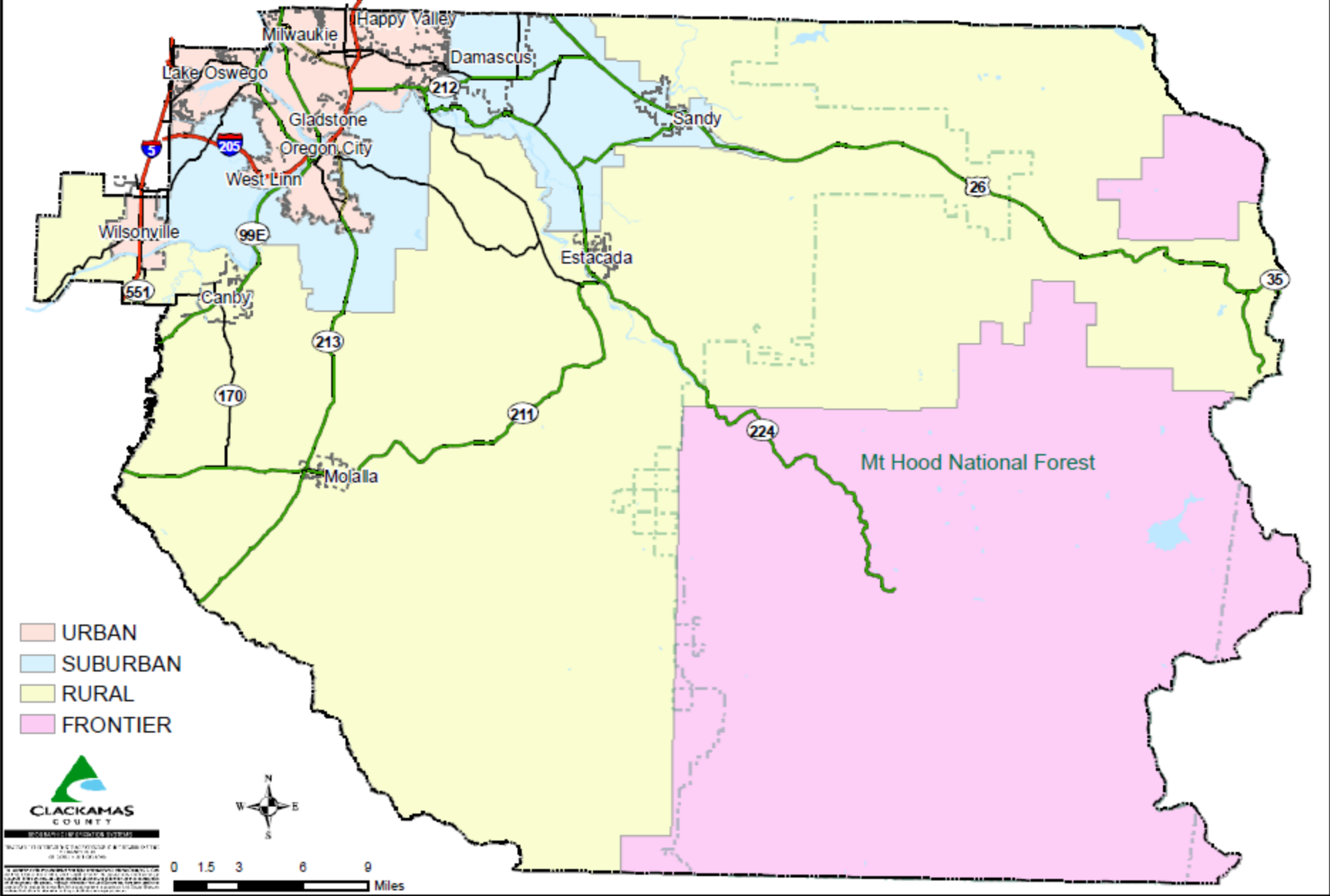


The Ambulance Service Plan 2012 sets out the following response zones, with minimum transit times for EMS in 90% of calls (with Fire supporting AMR to achieve this) -

Urban	8mins
Suburban	12mins
Rural	25mins
Frontier	120mins



CLACKAMAS COUNTY RESPONSE TIME ZONES



Ambulance Service Contract

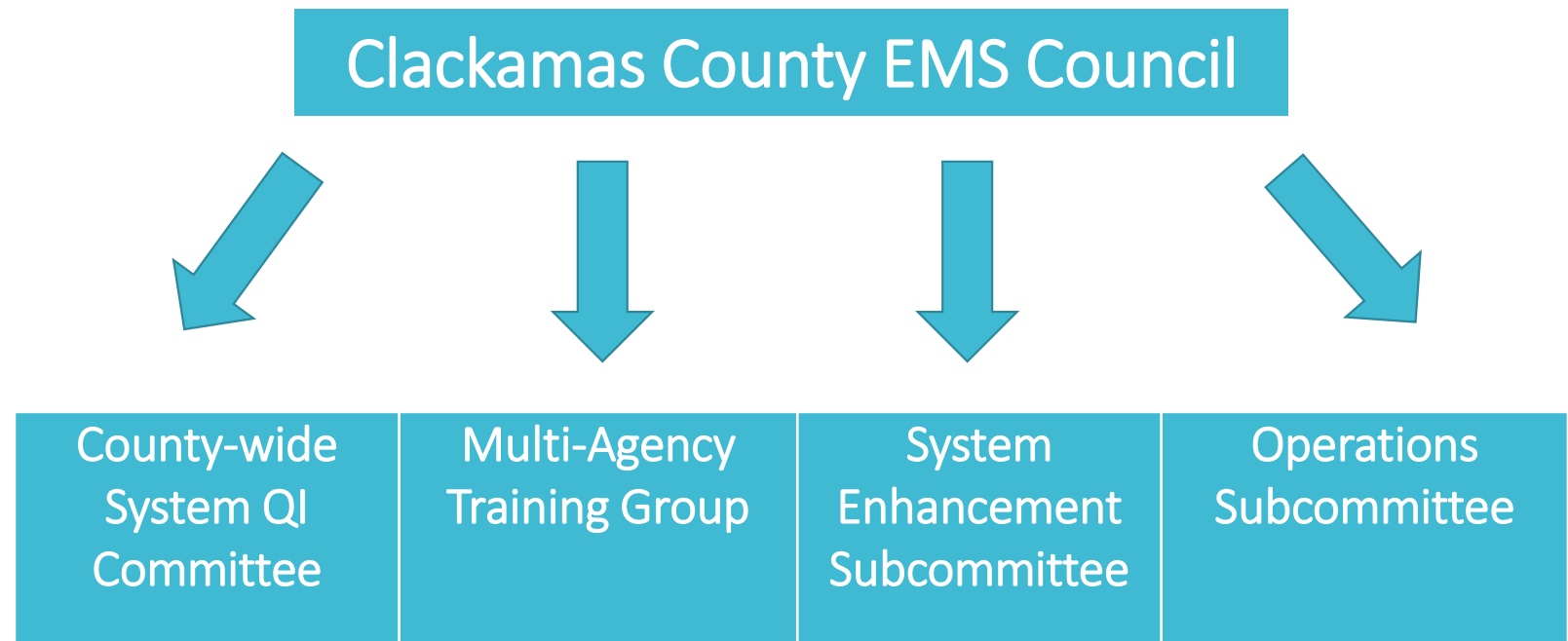


- Current version adopted in May 1, 2014
- Provides exclusive EMS service provision to American Medical Response in the Clackamas ASA
- Contract expires on May 1st, 2024
- The BCC approved a “good faith” agreement with AMR to develop a new performance-based contract by December 31, 2021

Role of Clackamas County EMS Council



- Advises the Board of County Commissioners and H3S / Public Health Division on matters related to EMS in Clackamas County
- Oversees the Clackamas County EMS Strategic Plan
- Establishes, monitors, and implements recommendations from subcommittees



EMS System Strategic Plan



Ambulance Service Area Plan Review
PSAP Accreditation/MPDS Utilization
Equipment Standardization
Single Resource Response
Community Paramedic Program and Response
Education and Training
Compliance Transparency and Improvement
Public Education
Quality Improvement
Water Rescue/Reach and Treat Team
Integrations

Next steps

- Additional Policy Session with BCC to have discussion on finalizing performance-based contract with AMR

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Policy Session Worksheet

Presentation Date: Sept 14, 2021 **Approx. Start Time:** 2:00 **Approx. Length:** 30 minutes

Presentation Title: Approving a Subcontract for Infectious Waste Collection

Department: Transportation and Development - Sustainability & Solid Waste Program

Presenters: Rick Winterhalter, Senior Sustainability Analyst; Eben Polk, Sustainability Supervisor

Other Invitees: Dan Johnson, DTD Director; Cheryl Bell, DTD-Assistant Director; Beth Vargas Duncan representing *Clackamas County Refuse & Recycling Assoc.*; Jeff Norton, Trilogy MedWaste, Inc.; Dean Kampfer, Waste Management of Oregon, Inc.;

STAFF REQUEST OF THE BOARD

To take action on the August 18, 2021 recommendation from the Solid Waste Commission to approve a subcontract for infectious waste collection.

EXECUTIVE SUMMARY:

County Code allows solid waste collection franchisees to subcontract for the provision of solid waste collection services, with approval by the Board. This requires a recommendation, to the Board, by the Solid Waste Commission.

Waste Management of Oregon, Inc. is seeking approval to enter into a subcontract with Trilogy Medwaste, Inc. to provide infectious waste collection throughout their franchised areas in the County and Cities within the County. The Solid Waste Commission recommended approval.

ORS 459A.085 provides that, in order to ensure reliable and affordable collection of solid waste, counties may “displace competition with a system of regulated [integrated solid waste] collection service by issuing franchises which may be exclusive if service areas are allocated.” The 1989 Legislature added ORS 459.386-400, requiring local governments to regulate the collection and disposal of infectious wastes including medical waste and “sharps.” County Code 10.03.260 A.3. allows a solid waste collection franchise holder to ...*subcontract with another person to provide service, or a particular type of service, within a Service Area* ...

In 2011 Waste Management of Oregon, Inc. (WM) notified the County of the termination of their Board approved subcontract with BioMed of Oregon, and on or about October 1, 2011, WM assumed the infectious solid waste collection responsibilities within their franchise areas. Because WM was providing collection service within their Board approved franchise areas, no further Board action was required.

This May, WM verbally notified the County they intended to enter into a subcontract with Trilogy Medwaste in the future. On July 6, 2021 staff was notified by Ron Adams National Sales Director of Trilogy Medwaste (<https://www.trilogymedwaste.com/>) based in Houston, Texas that Trilogy was seeking Board approval allowing Trilogy to provide infectious waste collection (regulated medical waste) within WM’s franchised areas within Clackamas County. Since that time staff has worked with WM staff to prepare for the transition.

Waste Management of Oregon, Inc. is a franchisee in good standing. Since 2011 when they began providing infectious waste collection in their service area, the County has not had cause to initiate any disciplinary action against the company. Brief research by staff reveals Trilogy Medwaste provides infectious waste collection services nationwide.

Trilogy has hired WM's district manager for infectious waste collections, Jeff Norton, who has served in that capacity since 2011. County staff has found Mr. Norton to be responsive and cooperative throughout his tenure working with the County. Mr. Adams also worked with the County when he was with Stericycle, Inc. the infectious waste subcontractor for several other franchisees.

Staff is confident WM and Trilogy will continue to ensure customers requiring infectious waste collection in WM's franchised areas receive safe and efficient service.

FINANCIAL IMPLICATIONS:

Is this item in your current budget? N/A

What is the cost? N/A

What is the funding source? N/A

STRATEGIC PLAN ALIGNMENT:

- **How does this item align with your Department's Strategic Business Plan goals?**
This item is a result of providing oversight of the County's solid waste system to ensure franchisees have the ability to provide safe, efficient and timely garbage and recycling services to customers.
- **How does this item align with the County's Performance Clackamas goals?**
Access to safe, convenient solid waste collection services helps promote community health, livability, and responsible stewardship of natural resources. Ensuring solid waste collection franchisees, and their subcontractors, have the equipment, labor and management acumen to provide services required by the County.

LEGAL/POLICY REQUIREMENTS:

ORS 459 and 459A authorize the County to franchise solid waste collection services. County Code Chapter 10.03 further allows franchisees to subcontract with another person to provide service, or a particular type of service.

STAFF PARTICIPATION:

The Solid Waste Commission met August 18, 2021 to discuss the issue and unanimously voted to approve the subcontract. Staff reviewed the subcontract and found it in order. Staff also met with the district manager to ensure services to the customer, reporting and franchise fee payments would continue as currently provided.

OPTIONS:

1. Require franchisee to provide the service.
2. Do not recommend approval of the subcontract to the Board.
3. Approve the Trilogy Medwaste, Inc. subcontract to provide infectious waste collection services within the franchises held by Waste Management of Oregon, Inc.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners select option 3 to approve the Trilogy Medwaste, Inc. subcontract to provide infectious waste collection services within the franchises held by Waste Management of Oregon, Inc.

ATTACHMENTS:

1. Contract

<p>For information on this issue or copies of attachments, please contact: Rick Winterhalter @ 503-742-4466</p>

**SUBCONTRACT AGREEMENT FOR
REGULATED MEDICAL WASTE SERVICE
FOR WASTE MANAGEMENT IN CLACKAMAS COUNTY, OREGON**

This Subcontract Agreement for Regulated Medical Waste Services (“Agreement”) is made and entered into by and between Waste Management of Oregon, Inc. (“Contractor”) and Trilogy Medwaste West, LLC (“TRILOGY”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the Effective Date as defined below in **Section 4**.

RECITALS

WHEREAS Contractor is a Collection Service Franchisee as defined in Clackamas County Code 10.03.030 to provide collection service for solid waste, within the Franchised Area (as defined below), including without limitation, Regulated Medical Waste (as defined below)

WHEREAS the Contractor may subcontract with another party to provide Regulated Medical Waste collection services after obtaining approval from the Board of County Commissioners for Clackamas County in accordance with Clackamas County Code 10.03.260A.3;

WHEREAS TRILOGY is in the business of providing Regulated Medical Waste services, including Regulated Medical Waste collection, storage, transportation and disposal, and has the necessary expertise, equipment, and resources to provide such services in the State of Oregon; and

WHEREAS the Parties hereto desire to enter into a subcontract whereby Trilogy will have the exclusive right and duty to collect Regulated Medical Waste within the Solid Waste Franchise Area, upon the terms set forth below and in compliance with the terms of the Solid Waste Franchise.

TERMS AND CONDITIONS

NOW, THEREFORE, Contractor and TRILOGY, for the consideration hereinafter named, agree as follows:

1. Definitions.

1.1. “Regulated Medical Waste” or “RMW” means “Infectious Waste” as defined in ORS 459.386, OAR 333-056-0020 and Clackamas County Code 10.03.030.32 , including any amendments thereto, but specifically excluding “Excluded Waste”, unless the Parties subsequently agree in writing to include any materials that would otherwise be Excluded Waste within the definition of Regulated Medical Waste for purposes of this Agreement. Except as otherwise excluded from the definition of Infectious Waste under Oregon law, examples of “Regulated Medical Waste” included in this Agreement include, without limitation: sharps, gauze and bandages that have been in contact with bodily fluids, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment and anatomical parts that emanate from surgeries, autopsies and obstetrical and laboratory procedures.

1.2. “Excluded Waste” means: (a) any waste or other material not falling within the definition of Medical Waste, including complete human remains; (b) radioactive waste; (c) any hazardous waste, as defined or regulated under applicable Law; (d) containers that are

damaged, leaking or could cause harm or exposure to employees, the general public or others; (e) waste that has been incorrectly identified, labeled and/or segregated; (f) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; (g) pharmaceutical waste (except what is accepted by TRILOGY under its pharmaceutical disposal program, if any); (8) boxes that exceed approved TRILOGY and DOT standards; or (h) any other waste that cannot be collected, transported or treated by TRILOGY in accordance with any and all applicable Laws.

1.3. "Franchised Area" means (a) the entire territory included within the Contractor's current service area under the Clackamas County Solid Waste Franchise Authority, and (b) such additional area as may thereafter become included with the Contractor's service area from time to time due to annexation, incorporation, or other means but only from and after the time as TRILOGY is able to provide collection services in such additional area.

1.4. "Gross Receipts" means all gross receipts (including cash and cash equivalents) for the period from all Franchised Area RMW revenue sources, before any adjustments.

1.5. "Law" means any law, rule, regulation, ordinance, requirement, guideline, action, order, permit, license, approval, authorization, consent or entitlement enacted or issued by a governmental authority.

2. Medical Waste Services to be Performed. TRILOGY shall provide collection, management, transportation, disposal, and treatment services for all Regulated Medical Waste within the Franchised Area (the "Services"), including but not limited to Regulated Medical Waste from hospitals, medical clinics, dental offices, outpatient and inpatient care facilities, nursing homes, and veterinary clinics (collectively, the "RMW Accounts"). **Exhibit A** attached hereto lists all current RMW Accounts known to Contractor within the Franchise Area. If Contractor becomes aware of any other RMW Accounts not listed on Exhibit A or receives any requests for new RMW Accounts in the Franchised Area, Contractor shall promptly notify TRILOGY and TRILOGY shall make arrangements with the customer to provide Services.

3. Rejection of Excluded Waste. Title to and liability for Excluded Waste shall remain with customer at all times. TRILOGY shall have the right to inspect, analyze or test any waste collected from customer. If customer's waste is Excluded Waste, TRILOGY can, at its option, reject the Excluded Waste and return it to customer or require customer to remove and dispose of the Excluded Waste at Customer's expense.

4. Effective Date; Term. This Agreement shall commence as of and from the date both Parties have executed and dated this Agreement (the "Effective Date") and shall continue for a term that shall run concurrently with the term of Contractor's Franchise, unless this Agreement is terminated prior to the expiration or termination of the Franchise, pursuant to **Section 5** below (the "Term").

5. Termination. This Agreement shall automatically and immediately terminate without any further action by either Party in the event that the Franchise expires or is terminated for any reason. In addition, either Party shall have the right to terminate this Agreement by giving the other Party at least One Hundred Twenty (120) days' advance written notice.

6. TRILOGY Representations, Warranties and Covenants. TRILOGY hereby represents, warrants and covenants that it will:

(a) provide the Services and manage the RMW in a safe, professional and workmanlike manner in accordance with industry standards and in full compliance with all applicable Laws;

(b) obtain documents, shipping papers, or manifests from RMW Accounts as required for the lawful transfer of the special or hazardous waste under all applicable Laws (including, without limitation, 49 CFR § 172.302);

(c) use treatment, storage and disposal (“TSD”) facilities approved by the Contractor for the Regulated Medical Waste that have been issued all permits, licenses, Franchised Area or approvals required by applicable Laws necessary to allow the TSD facility to accept, treat and/or dispose of the RMW;

(d) provide all supervision, labor, materials, tools, vehicles and other items for the performance of the Services; and

(e) obtain and maintain all necessary permits and licenses under applicable Law required for performance of the Services.

7. Customer Service; Compensation for Services. TRILOGY shall be solely responsible for all customer service to the RMW Accounts, including without limitation, customer complaints, set up of new accounts, service questions, billing charges and collecting payment from RMW Accounts for the Services. Such charges shall be in compliance with the Franchise and with current approved rates established by Clackamas County. A copy of such rates as of the Effective Date is attached hereto as **Exhibit B**, and any amendments to those rates after the Effective Date shall be added to **Exhibit B**.

8. Subcontract Fee. As consideration for the right to provide the Services hereunder, on or before the fifteenth (15th) day of the first month of each quarter, TRILOGY shall pay Contractor a subcontract fee equal to Five Percent (5%) of the Gross Receipts collected by TRILOGY from RMW Accounts during the previous quarter (“Subcontract Fee”). TRILOGY shall submit an accounting with each Subcontract Fee paid to Contractor, and remit such Subcontract Fee in full. TRILOGY shall promptly provide all backup documentation for such Subcontract Fee upon reasonable request of Contractor. Any disputes between Contractor and TRILOGY regarding the calculation of the Subcontract Fee shall be negotiated in good faith between the Parties.

9. Franchise Fees. In addition to the Subcontract Fee in **Section 8** above, TRILOGY shall pay to Contractor an amount equal to the Franchise fee required by Clackamas County under Contractor's franchise that is attributable to the RMW Services performed by TRILOGY hereunder. TRILOGY will deliver to Contractor on or before the Fifteenth (15th) day of each Quarter a report showing the RMW collection services actually performed and the calculation of the franchise fee attributable thereto for the preceding quarter along with TRILOGY's payment of such Franchise fee. TRILOGY shall promptly provide all backup documentation for such Subcontract Fee upon reasonable request of Contractor. Contractor shall be solely responsible to remit all Franchise fees and/or any taxes payable to Clackamas County for solid waste collection services provided under the Franchise, including any that are or may be applicable to the Services provided by TRILOGY under this Agreement. Any disputes between Contractor and TRILOGY regarding the calculation of the Franchise fee payable by TRILOGY shall be negotiated in good faith between the Parties. Contractor shall indemnify and hold TRILOGY harmless from any and all claims against

TRILOGY resulting from the failure of Contractor to remit to Clackamas County all or any portion of the Franchise fee actually paid to Contractor by TRILOGY.

10. Insurance. TRILOGY shall maintain throughout the term of this Agreement the following types of insurance coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

Coverage	Limits
Commercial General Liability (bodily injury & property damage)	\$2,000,000 per occurrence \$3,000,000 annual aggregate
Automobile Liability	\$2,000,000 combined single limit per occurrence
Employer's Liability	\$1,000,000 per occurrence
Workers' Compensation	Statutory Limit
Pollution Liability	\$6 million annual aggregate

TRILOGY shall name Contractor and Clackamas County as primary additional insured parties under the liability insurance policies. Upon request, TRILOGY shall provide to Contractor and/or Clackamas County a certificate evidencing such insurance. Such coverage and policies shall not be canceled or revoked without providing Contractor thirty (30) days advance written notice.

11. Indemnification. TRILOGY agrees to indemnify, defend and hold harmless Contractor, its shareholders, officers, directors, employees, contractors and agents (collectively, the "Indemnitees") from and against any and all damages, costs or liability (including reasonable attorneys' fees) which the Indemnitees may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of Law, to the extent related to or arising out of TRILOGY 's performance of the Services, caused by TRILOGY's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of TRILOGY or its employees, including, without limitation, damages, costs or liability related to or arising out of (1) the collection or transportation of the RMW by TRILOGY or (2) the disposal of the RMW, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Contractor. Such indemnity shall exclude damages to the extent they arise as a result of the negligence or willful or reckless misconduct of Contractor or Clackamas County. This Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Reporting; Record Keeping; and Inspection. TRILOGY shall at all times under this Agreement, maintain records of (a) the amount (by volume) of RMW received, processed, and disposed of under this Agreement, (b) names, addresses and service specifications of RMW Accounts, and (c) revenue billed to and collected from RMW Accounts, and shall submit a summary of all such information to Contractor on or before the fifteenth (15th) day of each quarter for RMW Services provided during the previous quarter. TRILOGY shall submit to the Contractor an annual detailed cost report and any other reports requested by the County according to the schedule set by the County. TRILOGY shall provide other non-proprietary data which may be requested by Contractor regarding the RMW handled by TRILOGY under this Agreement and which is reasonably necessary to assist Contractor in complying with its reporting requirements under the Franchise. Contractor shall have access to and the right to examine TRILOGY's books and records reasonably relevant to the RMW services performed by TRILOGY under this Agreement.

13. Communications with Clackamas County; Cooperation. Except as otherwise agreed to by the Parties, the Contractor shall be responsible for all communications with Clackamas County regarding the Services under this Agreement. Contractor shall cooperate with and assist

TRILOGY in submitting to Clackamas County and seeking approval of all reasonable, substantiated requests for increases in the approved rates for the Services provided by TRILOGY hereunder (but in no event shall Contractor be obligated to submit increases to Clackamas County more frequently than one (1) time per calendar year) and for all reasonable requests to modify the nature and scope of Services provided hereunder.

14. Relationship of the Parties. TRILOGY and its employees, agents, representatives or subcontractors are not and shall not be considered the agents, employees or servants of Contractor under this Agreement or otherwise. TRILOGY shall perform the Services as an independent contractor and employ agents and/or employees under the exclusive management and control of TRILOGY, and shall at all times have the exclusive control over the performance of the Services. Nothing in this Agreement shall be construed to give WM any right or duty to supervise or control TRILOGY, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which TRILOGY shall perform its obligations under the Agreement. TRILOGY shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed or contracted with by TRILOGY for performance of Services under this Agreement.

15. Uncontrollable Circumstances. TRILOGY shall not be in default of this Agreement for its failure to perform or delay in performance caused by circumstances reasonably beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government related to and materially and adversely affecting the Services or Trilogy's ability to perform them in a timely manner ("Force Majeure"). If TRILOGY claims Force Majeure, it shall promptly notify the Contractor when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated.

16. Notice of Default and Right to Cure. The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. If either Party is in default of this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice of such breach from any other Party, the non-breaching Party may, at its option, immediately terminate this Agreement at the end of the 30-day cure period. In the event of a default, the defaulting Party agrees to pay all damages suffered by the other party caused by said default, except under no circumstances shall the Parties be liable for consequential, indirect, punitive or special damages for any alleged default under this Agreement.

17. Notice. Any notice required or permitted hereunder shall be in writing and sent via personal delivery, certified or registered mail (return receipt requested) or by facsimile transmission) and sent to the address shown below:

If to Trilogy: Trilogy Medwaste, LLC
8554 Katy Freeway Suite 200
Houston, TX 77024
Attention: Ron Adams
Fax: _____
e-Mail: Radams@trilogymedwaste.com

If to Contractor: Waste Management of Oregon
7227 NE 55th
Portland, OR 97218
Attention: Adam Winston
Fax: _____
e-Mail: awinston@wm.com

18. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Agreement to any Contractor affiliate without TRILOGY's consent. If Clackamas County is required to consent to the assignment of this Agreement, the Parties shall work cooperatively obtain such consents. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

20. Survival of Claims. Termination of this Agreement shall not relieve either Party of any claims against it that arise under this Agreement before the Agreement is terminated.

21. Legal Fees. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Oregon.

23. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

24. Headings. The Headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

25. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature by any Party received via .pdf file or facsimile shall be treated as an original.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**WASTE MANAGEMENT OF
OREGON, INC.**

TRILOGY MEDWASTE WEST, LLC

By: Jason Rose
Name: Jason Rose
Title: Area Vice President
Date: 6/28/21

By: Bill Avery
Name: Bill Avery
Title: Corporate VP of Sales
Date: 6-25-2021

Clackamas County Board of Commissioners
Approval of a Subcontract to Provide
Infectious Waste Collection

This subcontract comes before the Board on _____.
“After having reviewed all materials and considering the
recommendations of staff, the Solid Waste Commission, and
anyone else submitting comments or information, the Board
hereby approves the attached subcontract to provide infectious
waste collection in the franchises held by Waste Management of
Oregon, Inc.”

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Policy Session Worksheet

Presentation Date: 9/14/21 **Approx. Start Time:** 3 p.m. **Approx. Length:** 30 minutes
Presentation Title: Performance Clackamas Update - Sunrise
Department: Department of Transportation and Development
Presenters: DTD – Dan Johnson (Director), and DTD - Jamie Stasny (Principal Planner)
Other Invitees: Sunrise Implementation Team Members

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

The Board of County Commissioners (BCC) will receive an update on the Performance Clackamas goal relating to the Sunrise Corridor.

EXECUTIVE SUMMARY:

Early in 2020, Implementation Teams were formed to address each of the Boards' Strategic Initiatives. Teams consist primarily of staff from multiple departments who are involved with planning and implementation.

These update sessions provide an opportunity for the Board to review progress towards achieving the Initiatives including:

- discussing activities to date
- identifying what's working and any barriers
- recommending changes, if needed, and
- describing plans for the 12 months.

This session will provide an update on the below initiative from the Board's Build a Strong Infrastructure priority:

- By 2024, funding for the next Phase (from 122nd-172nd) of the Sunrise Gateway multimodal corridor improvements will be committed from federal, state, and/or regional funding sources.

FINANCIAL IMPLICATIONS (current year and ongoing):

This project will substantially be funded by a \$4 Million Dollar ARPA grant as described in House Bill 5006. Departments and external partners will contribute through in kind match of staff time.

STRATEGIC PLAN ALIGNMENT:

- This item aligns with all five of the county's Performance Clackamas goals:
 - Build public trust through good government;
 - Grow a vibrant economy;
 - Build a strong infrastructure;
 - Ensure safe, healthy, and secure communities; and
 - Honor, utilize, promote, and invest in our natural resources.
- This session directly addresses one of the Board's Performance Clackamas goals

LEGAL/POLICY REQUIREMENTS:

N/A

PUBLIC/GOVERNMENTAL PARTICIPATION:

Involves several departments and external partner agencies. Will include extensive public engagement.

OPTIONS:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

- Sunrise Corridor Community Visioning Info Sheet
- Sunrise Corridor Community Visioning Project Update Presentation
- Sunrise Strategic Goal Board Update
- Sunrise Draft Desired Outcomes

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval *Dan Johnson*

County Administrator Approval _____

For information on this issue or copies of attachments, please contact Dan Johnson @ 503-742-4325



Sunrise Gateway Corridor Community Visioning Concept

The Sunrise Corridor is one of the most essential transportation routes in the State of Oregon. It provides freight access between I-205 and U.S. 26, serving as a critical link between the Portland region and central Oregon. Not only does it serve a larger purpose connecting east and west, it's home to one of the state's busiest and most critical freight distribution centers, the Clackamas Industrial Area. The Sunrise Corridor is the gateway to the Rock Creek Employment Center, an area brought into the Urban Growth Boundary in 2002 that is expected to provide thousands of new jobs in the coming years. Currently, OR 212/224 is not capable of handling the expected increase in traffic that will result from significant housing and employment growth in the corridor.

Beyond serving as a critical link for the traded sector economy, the Sunrise Corridor provides a gateway between the vibrant Portland metropolitan area and the premier recreation resources available in the county, including the Clackamas River corridor and the Mt Hood National Forest. It is home to over 7,500 residents, 800 businesses and 14,000 employees that are reliant on a failing transportation system.

Previous plans for this corridor are outdated and don't meet the multi-modal and livability metrics we've all come to expect from our land use and transportation plans. The future of this corridor must be founded in equitable development, through meaningful partnerships with the people living and working in the area, especially people of color and other vulnerable groups. In addition, the current work underway to create a climate action plan for the county and the current housing policies will inform this plan. Together they will create the foundation for bold strategies and clear actions that will shape land use and transportation systems in this area for the next 50 years.

The future viability of this community is dependent on critical and long overdue public engagement and planning to encourage and support needed investments in the Sunrise Gateway Corridor.

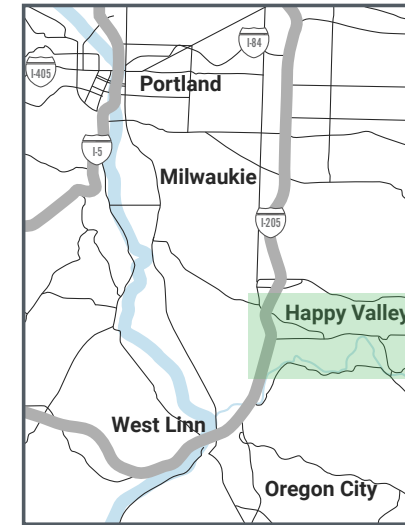
Join us to advance a visioning process that ensures the communities, businesses, and stakeholders dependent on this corridor can thrive!

-  **Improve safety and create transit options**
-  **Prioritize equitable community engagement**
-  **Support regional and state transportation system**
-  **Reduce congestion**
-  **Improve critical regional evacuation route**
-  **Identify housing, open space investment opportunities**
-  **Protect clean air and reduces carbon emissions**
-  **Support economic growth and evolving trends**
-  **Accomodate Metro population growth projections**

The Ask

Clackamas County and our regional partners will contribute matching funds for this two-year project.

- **Requesting: \$4 million**
- **Local match: \$1.5 million**
- **Total: \$5.5 million**



This Equitable Development Plan will:

- Fund community visioning process that encompasses economic, land use, health and recreation trends to ensure the community will grow and thrive.
- Develop anti-displacement strategies that respond to community and stakeholder needs so that residents and businesses may remain within the community and benefit from the developments.
- Recommend a community supported preferred transportation and development alternative.
- Result in clear actionable steps to achieve implementation.



Performance Clackamas

Grow a Vibrant Economy by investing in the future of our businesses.

Build a Strong Infrastructure by listening to the transportation needs of the area, resolving congestion, and securing a dependable emergency evacuation route.

Honor, Utilize, Promote and Invest in our Natural Resources by connecting to the river and understanding climate goals for the businesses in the area.

Ensure, Safety, Health, and Secure Communities by exploring needs in walkability, open space, recreation, and childcare.

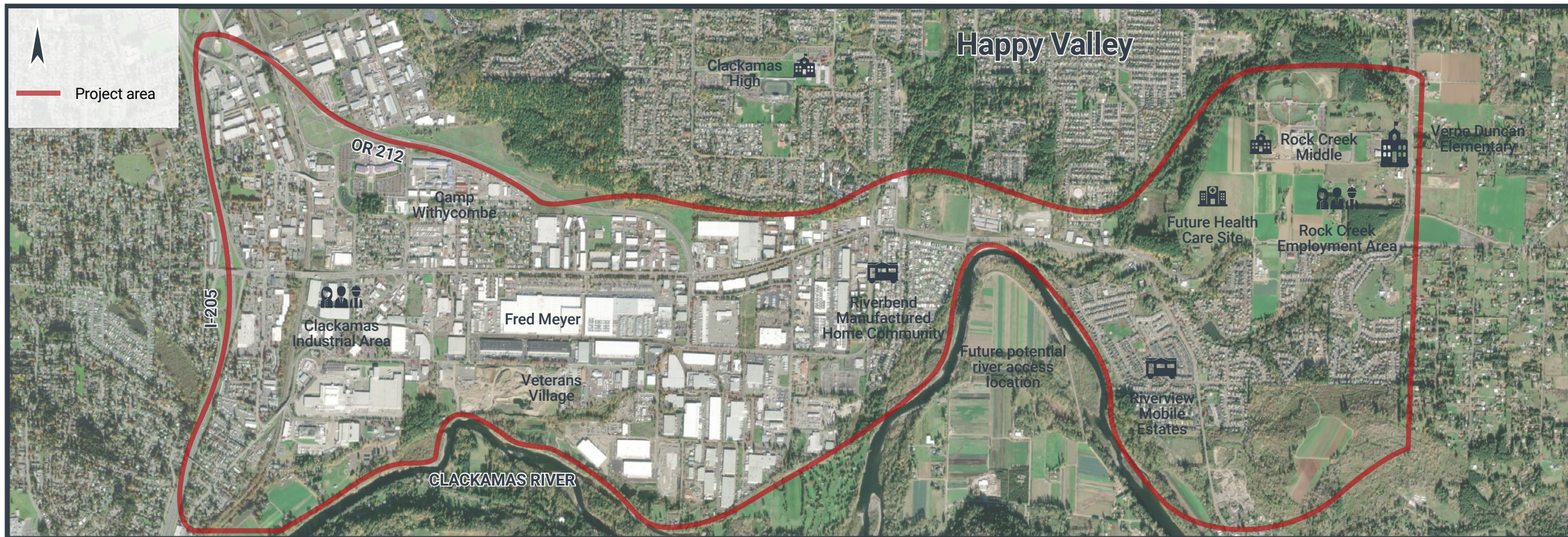
Build Public Trust by working with the community first and leading with equity.



Contact

Chris Lyons, Government Affairs Manager
clyons@clackamas.us
971-202-3007

Sunrise Gateway Corridor Community Visioning Concept



Equitable Development Principles

Identify residents, business owners, employees and other potential community partners.

Collaborate with the community and partners to build trust and identify challenges and opportunities in the corridor that impact well-being.

Compile existing plans in this area including the Sunrise Corridor study, the Rock Creek Employment Area Plan, Clackamas to Columbia Corridor, Pleasant Valley North Carver Plan and others to build synergy and foundation for the visioning process.

Inventory community strengths and resources such as parks, active community groups, public infrastructure and natural areas.

Study the existing conditions and develop an Economic Opportunities Analysis, Community Health Assessment, Infrastructure Assessment, Land Use Assessment and finally an environmental re-evaluation of proposed transportation improvements.

Create a clear master plan centered on equity with actionable policies that will guide future decision making to support a vibrant, safe, affordable corridor that serves existing and future community members and the region as a whole.

Accept the master plan by a public process.

Implement anti-displacement strategies in conjunction with other investments needed to support the plan.

Sunrise Corridor Issues	Challenges	Opportunities
Limited understanding of community strengths, needs and challenges.	10 year old community engagement plan not centered on equity.	Prioritize inclusive community engagement leading with racial equity. Establish partnerships with community leaders to champion a shared visioning process for the future of this area.
The regionally significant industrial area is surrounded by underutilized lands.	The current land use designations, especially those close to the transportation corridor, may not support the Climate Action Plan or changing economic needs.	Review land use and infrastructure needs in partnership with the community to create opportunities for workforce housing and meet changing employment land needs while protecting the regionally significant industrial area.
Unable to accommodate Metro's population growth projections without significant infrastructure investment.	Needed infrastructure investments may create displacement pressures on the disadvantaged communities.	Develop and implement anti-displacement strategies created jointly with community members.
Dangerous and underperforming state highways (OR 212 and OR 224) used for state, regional, and local trips with few mode options and a lack of safe pedestrian and bicycle routes.	Lack of understanding of community needs, lack of funds to construct needed infrastructure improvements.	Develop transportation solutions that result in safe access for all modes, reduced congestion, emissions and air pollution exposure. Update environmental assessment. Develop funding plan.
Lack of transit options and infrequent service.	Limited transit ridership.	Work with transit providers, businesses, and community to identify solutions that will support transit ridership and increase demand for service.
Some industrial land is underutilized including two opportunity zones.	Market and employment land needs have drastically changed.	Develop an economic opportunities analysis to analyze the community's economic patterns, potentialities, strengths, and deficiencies.
The area is a primary gateway to key recreation resources in the county.	Limited access to green space and the Clackamas River.	Develop a community-led vision including considerations to increase access to open space.

Sunrise Corridor

Strategic Goal Update

Board of Commissioners Policy Session

September 14th, 2021



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COUNTY

Agenda:

- Board Strategic Result
- Update: Since last we met
- Visioning Plan: Review Legislative Proposal
- Desired Outcomes: Review Draft
- Next Steps

Goal:

Board Strategic Result:

By 2024, funding for the next phase (from 122nd-172nd) of the Sunrise Gateway multimodal corridor improvements will be committed from federal, state, regional and local funding sources. (adopted March 2021)



CLACKAMAS
COUNTY

Update:



Since Last We Met

- April 2021: BCC adopted the Sunrise Corridor Community Visioning Plan as a legislative priority
- June 2021: The legislature voted to approve HB 5006 which included \$ 4 Million in funding for the Sunrise Corridor Community Visioning Plan
- July 2021: Staff developed a strategy for next steps and convened a series of internal partner meetings to develop and refine desired outcomes for the study
- August 2021: Staff confirmed internal consensus with Implementation Team members and other internal partners on the desired outcomes & agreed upon next steps

Legislative Proposal



Sunrise Gateway Corridor Community Visioning Concept

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Previous plans for this corridor are outdated and don't meet the multi-modal and livability metrics we've all come to expect from our land use and transportation plans. The future of this corridor must be founded in equitable development, through meaningful partnerships with the people living and working in the area, especially people of color and other vulnerable groups. In addition, the current work underway to create a climate action plan for the county and the current housing policies will inform this plan. Together they will create the foundation for bold strategies and clear actions that will shape land use and transportation systems in this area for the next 50 years.

The future viability of this community is dependent on critical and long overdue public engagement and planning to encourage and support needed investments in the Sunrise Gateway Corridor.

Join us to advance a visioning process that ensures the communities, businesses, and stakeholders dependent on this corridor can thrive!

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Improve safety and create transit options | <input checked="" type="checkbox"/> Prioritize equitable community engagement | <input checked="" type="checkbox"/> Support regional and state transportation system |
| <input checked="" type="checkbox"/> Reduce congestion | <input checked="" type="checkbox"/> Improve critical regional evacuation route | <input checked="" type="checkbox"/> Identify housing, open space investment opportunities |
| <input checked="" type="checkbox"/> Protect clean air and reduces carbon emissions | <input checked="" type="checkbox"/> Support economic growth and evolving trends | <input checked="" type="checkbox"/> Accommodate Metro population growth projections |

The Ask

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Ensure, Safety, Health, and Secure Communities by exploring needs in walkability, open space, recreation, and childcare.

Build Public Trust by working with the community first and leading with equity.



Contact
Chris Lyons, Government Affairs Manager
clyons@clackamas.us
971-202-3007

Desired Outcomes *Approach*

Overarching Outcome:

Create a master plan centered on equity with actionable policies that will guide future decision making to support a vibrant, safe, affordable corridor that serves existing and future community members and the region as a whole.

- We'll accomplish this by:
 - Identifying stakeholders
 - Collaborating with the community & other partners to build trust and identify challenges and opportunities
 - Compiling existing plans
 - Inventorying community strengths and resources
 - Studying the existing conditions
 - Developing the plan
 - Accepting the plan by public process
 - Implementing the strategies to support the plan



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Desired Outcomes *Overview*

Overarching Outcome:

Create a master plan centered on equity with actionable policies that will guide future decision making to support a vibrant, safe, affordable corridor that serves existing and future community members and the region as a whole.

- **Equity-forward community engagement that results in long-term, mutual trust.**
- **Economic Competitiveness & Employment Land Analysis & Implementation Plan**
- **Land Use Assessment & Implementation Plan**
- **Community Health Assessment & Implementation Plan**
- **Infrastructure Assessment & Implementation Plans that include:**
 - **Transportation**
 - **Drinking Water**
 - **Sanitary and Storm Water**
 - **Parks and Open Space**



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Funding Details

- ARPA Funds
- Awarded through ODOT
- Awaiting Fund Guidance & Timing information



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Next Steps:

In Coming Months:

Meet with External Partners & Build Alignment on Desired Outcomes

- Happy Valley
 - ODOT
 - Water Service Providers
 - Metro
 - Trimet & other Transit providers
-
- Form internal working group
 - Determine procurement path & begin to develop RFP/ RFQ



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BCC GOAL:

Strategic Result(s)

By 2024, funding for the next phase (from 122nd-172nd) of the Sunrise Gateway multimodal corridor improvements will be committed from federal, state, regional and local funding sources. (adopted March 2021)

Team Members/Department (*Chair)

Transportation and Development	Dan Johnson *	Mike Bezner	Jamie Stasny
Development Agency	Dave Queener		
Public and Government Affairs	Sue Hildick	Chris Lyons	Trent Wilson
H3S	Rod Cook	Abe Moland	Derek Reinke
Water Environment Services	Greg Geist	Chris Storey	
Business and Community Services	Sarah Eckman		
Board Representatives	Tracy Moreland		

Key Strategies -

Coordinate - Internal Partners Coordination – Build alignment on desired outcomes of the Sunrise Corridor Community Visioning Project
Inform and Get Feedback – Update the BCC, Present internal team desired outcomes for acknowledgement/acceptance, get feedback
Coordinate – External Partners Coordination – Build alignment on the desired outcomes of the Sunrise Corridor Community Visioning Project
Communications – Provide information to the public on the website
Government Relations – Monitor opportunities and develop strategies to obtain funding at regional, state and federal levels

Related Metrics

By 2024, funding for the Interstate 205 (I-205) Widening and Seismic Improvements Project, including the Abernethy Bridge, will be committed from federal, state, and/or regional funding sources. (PGA)
By 2024, 80% of businesses that pay family wage jobs seeking to locate or expand in Clackamas County will find serviceable commercial or industrial properties which meet their particular business needs. (BCS)
<i>By 2025, 1,500 affordable housing units will be developed. Those units will be stratified across Area Medium Income (AMI) ranges as shown above.</i>
<i>By January 2022, a Climate Action plan is adopted for our community with specific recommendations to reach the goal of being carbon neutral by 2050.</i>
<i>Policy Lens: Carbon Neutrality, including developing and implementing a Climate Action Plan.</i>
<i>Policy Lens: Healthy and Active Lifestyle, guiding housing, transportation, and land use policies and decisions.</i>
<i>Policy Lens: Equity, Diversity, and Inclusion</i>

Congestion Relief

Activities Completed to Date

Get Moving 2020 - Project Advisory Board– Successful inclusion of Sunrise Complete Street and Local Connections Project and full design funding included in measure (\$180m)
C2C Corridor Project – Steering Committee (Commissioner Savas) – Successful prioritization of Sunrise Complete Street and Local Connections Project and Design for entire corridor as well as regional consensus around high rankings for the next phases of Sunrise including construction of the 212/224 round about and Sunrise itself.
Get Moving 2020 – Metro Coordination (Mike Bezner/Jamie Stasny)
Get Moving 2020 - Project Coordination (Stephen Williams/Karen Buehrig/Jamie Stasny) A robust coordinated staff effort was required to manage, evolve and refine the project so that it better addressed the needs of the community.
Get Moving 2020 – Communications (Ellen Rogalin/Cameron Ruen) Materials created and updated to articulate the need for the project and the evolving details. A website created to share information.
Regional Coordination (Dan Johnson/Mike Bezner/Jamie Stasny)
Developed Legislative concept for Sunrise Gateway Corridor Community Visioning Concept (Chris Lyons, Trent Wilson, Jamie Stasny)
Revised and approved concept (full implementation team)
Reviewed and approved concept as part of the County wide state legislative priorities (Full Board)
Developed and implemented legislative campaign and coordination strategy for concept (Chris Lyons, Trent Wilson, Jamie Stasny)
Prioritized and advocated for concept (Clackamas Caucus)
Approved the 4 Million Dollar earmark for concept (Oregon Legislature)
Began initial project concept development process (Dan Johnson, Mike Bezner, Jamie Stasny with coordination and support of full Implementation Team)
Updated and established internal department/staff alignment around desired outcomes of the project (Dan Johnson, Mike Bezner, Jamie Stasny with coordination and support of full Implementation Team)
Sunrise Gateway Corridor Community Visioning Concept – New website created & published, updates forthcoming (Cameron Ruen, Ellen Rogalin, Trent Wilson, Chris Lyons, Jamie Stasny)
Initiated initial external partners meetings to discuss the concept and concept development (Dan Johnson, Mike Bezner, Jamie Stasny with coordination and support of full Implementation Team)

Activities Planned for FY 21/22

Funding Source	Q1: July-September	Q2: October-December	Q3: January-March	Q4: April-June
General	Concept Development Process	Finalize Desired Outcomes & Begin drafting scope Understand funding timeline	Begin to draft RFQ/P (anticipated funding allocation)	Let RFQ/P & Select Consultant team

		Coordinate with external partners Form Internal Project Work Group & Establish regular meetings		
State	STIP Coordination	STIP Coordination	STIP Coordination	STIP Coordination
State	Oregon Toll Program Development	Oregon Toll Program Development	Oregon Toll Program Development	Oregon Toll Program Development
Federal	Continued development - Infrastructure Bill	Continued development - Infrastructure Bill	Pass – Infrastructure Bill	Development of Infrastructure Bill Guidance

Overall Status/Progress

What's Working Well	Barriers/Challenges
Funding strategy – successful pivot from Get Moving 2020 toward state funds	ARPA funding timeline uncertain
Built strong internal & legislative consensus on need for broad, equitable, cohesive planning effort	Broad planning effort will require internal alignment and external partner alignment on all project elements
Local Coordination - Evolving relationships with partners like Happy Valley through joint participation in the Clackamas to Columbia Corridor Plan	Need to address near term development needs in the Rock Creek Employment District, while planning for the long-term investment.
Emerging discussions around equity, both regionally and locally, have influenced the project design and approach.	We continue to work on how we measure and articulate “transportation equity” and require refined policy definition to better support outreach in the future

Changes recommended due to COVID or other factors

Recommended Change	Reason
N/A	

Draft 9.9.21

Overarching Outcome:

Create a clear master plan centered on equity with actionable policies that will guide future decision making to support a vibrant, safe, affordable corridor that serves existing and future community members and the region as a whole.

Community Engagement:

Equity-forward community engagement that results in long-term, mutual trust:

1. Create an inclusive project advisory framework that allows for community and stakeholder involvement to inform and guide project recommendations
2. Partner with community-based organizations to seek feedback from community leaders, residents, property owners, business owners and other stakeholders
3. Remove barriers and create opportunities for broad community participation (by providing childcare, translation services, etc.)

Economic Competitiveness & Employment Land Analysis & Implementation Plan:

1. Analyze existing conditions including barriers & opportunities to economic growth
2. Identify emerging economic opportunities for the corridor consistent with local, regional, and state market trends and planning policies

Land Use Assessment & Implementation Plan:

1. Analyze existing conditions and local and regional plans
2. Evaluate land use designations
3. Assess existing housing stock and identify opportunities
4. Using input from the economic opportunities analysis and land use assessment identify potential land use changes
5. Develop and begin to implement strategies that respond to community needs so that residents and businesses may remain within the community and benefit from future investments (i.e. Anti-Displacement Strategies)
6. Identify zoning and comprehensive plan changes

Community Health Assessment & Implementation Plan:

1. Understand positive and negative health status of the community (what is important for health, how quality of life is perceived, and what assets are available to improve community health)
2. Analyze existing conditions to identify priority health issues, including area demographics and social and environmental conditions that influence health; evaluated through a racial equity lens.
3. Embed health, equity, and safety findings into decision-making points throughout the vision development process
4. Incorporate health, equity, and safety findings into community vision policies and programs

Infrastructure Assessment & Implementation Plan:

Transportation:

1. Analyze existing conditions & summarize existing plans
 - Auto, Transit, Bicycle, Pedestrian
 - Trails
2. Gather feedback from community on lived experience
3. Identify barriers and opportunities
4. Integrate feedback into TSP update process
5. Conduct an environmental re-evaluation of proposed transportation improvements to prepare for the EIS Update
6. Develop phasing plan for arterial network within the corridor
7. Update the Sunrise Concept Plan
8. Create a funding plan
9. *Update the RTP to match community supported plan*

Infrastructure Assessment and Implementation Plan:

Drinking Water:

1. Analyze existing conditions
2. Coordinate with service providers
3. Determine or confirm service provision

Sanitary & Storm Water:

1. Analyze existing conditions
2. Coordinate with service providers
3. Determine or confirm service provision
4. Select a preferred alternative (if needed)
5. Create a funding plan (if needed)

Parks & Open Space:

1. Analyze existing conditions
2. Coordinate with service providers
3. Determine or confirm service provision
4. Get community feedback
5. Use feedback as input to Parks Master Planning effort