

AGENDA

Wednesday, November 27, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-95

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Proclaiming Giving Tuesday in Clackamas County (Caroline Hill, County Administration)

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

III. PUBLIC HEARINGS *(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. First Reading of Ordinance No. _____ County Code Amendment Chapter 9.02, Application and Enforcement of the Clackamas County Building Code, and Chapter 9.03, Excavation and Grading to Maintain Current Business Practices, Services and Consistency (Cheryl Bell, Transportation & Development)

IV. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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 an Intergovernmental Agreement with Oregon City School District to Provide Kindergarten Readiness Partnership & Innovation Services – CFCC
2. Approval of Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for HB2017 State Transportation Improvement Fund Discretionary Program Funds for the Regional Integrated Fare Collection System Analysis Project – Social Services

3. Approval of an Intergovernmental Agreement with the Clackamas County Development Agency for the NCRA Housing Rehabilitation and Home Buyer Assistance Programs – *Community Development*

B. Department of Transportation & Development

1. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the SE 90th Avenue Reconstruction Project and Authorizing Good Faith Negotiations and Condemnation Actions

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Clackamas Community College for the 2019.2020 GED Classes at the County Jail – *CCSO*
3. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Clackamas Community College Teaching Assistant Services for Jail GED Classes – *CCSO*
4. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Clackamas Community College for the 2019.2020 Parenting Classes for Inmates at the County Jail – *CCSO*
5. Approval of Contract Amendment with NaphCare Inc. for MAT Coordinator at the Clackamas County Jail – *CCSO via Procurement*

D. Juvenile Department

1. Approval of an Intergovernmental Agreement with Water Environmental Services for Youth Work Crews for the Project Payback Program
2. Approval of an Intergovernmental Agreement with the City of Happy Valley for the Community Diversion Program Services

E. Technology Services

1. Approval of a Service Level Agreement with Hoodland Fire District No. 74 for the Lease of Dark Fiber

V. WATER ENVIRONMENT SERVICES

1. Approval of the Project Funding Agreement Between Water Environment Services and Energy Trust of Oregon, Inc. Related to WES Tri-Cities Resources Recovery Facility Funding Agreement
2. Approval of Renewal 2 to an Intergovernmental Agreement between the Clackamas County Juvenile Department and Water Environment Services.
3. Approval of Amendment #2 to the IGA between Portland State University and Water Environment Services

4. Approval of a Contract with Cascade Environmental Group, LLC for the Carli Creek Site Maintenance and Mitigation Monitoring - *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

VII. 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. <https://www.clackamas.us/meetings/bcc/business>



November 27, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Proclaiming Giving Tuesday in Clackamas County

Purpose/Outcomes	Recognition of the #GivingTuesday movement to create an international day of charitable giving at the beginning of the holiday season. Celebrated the Tuesday following the Thanksgiving holiday.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	December 3, 2019
Previous Board Action	The Board discussed this proclamation at the October 29, 2019 Issues session.
Counsel Review	N/A
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Grow a vibrant economy
Contact Person	Caroline Hill, Commission Policy Advisor – 503-655-8261

BACKGROUND:

#GivingTuesday was established in 2012 by the 92nd Street & and the United Nations Foundation as a movement to create an international day of charitable giving. It is a multi-platform campaign involving many different nonprofits and donation processing platforms, all focusing on one single day to coordinate efforts to raise awareness and publicity to encourage philanthropy and volunteerism and move away from commercialization and consumerism following the Thanksgiving holiday.

#GivingTuesday is celebrated five days after the Thanksgiving holiday.

This year #GivingTuesday will be celebrated on December 3, 2019.

RECOMMENDATION:

Staff respectfully requests the Board of County Commissioners proclaim December 3rd Giving Tuesday in Clackamas County.

Respectfully submitted,

Gary Schmidt
County Administrator



Proclaiming Giving Tuesday in Clackamas County

WHEREAS, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and

WHEREAS, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give; and

WHEREAS, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

WHEREAS, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in Clackamas County, Oregon; and

WHEREAS, Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year.

NOW, THEREFORE, the Clackamas County Board of Commissioners, do hereby proclaim December 3, 2019 as Giving Tuesday in Clackamas County. We encourage all citizens to join together to give back to the community in any way that is personally meaningful.

Dated this 27th day of November, 2019

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard
Chair

Sonya Fischer
Commissioner

Ken Humberston
Commissioner

Paul Savas
Commissioner

Martha Schrader
Commissioner



DAN JOHNSON
DIRECTOR

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

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

First Reading of Amendments to County Code Chapter 9.02, Application and Enforcement of the Clackamas County Building Code, and Chapter 9.03, Excavation and Grading to Maintain Current Business Practices, Services and Consistency

Purpose/Outcomes	Amending County Code Chapters 9.02, <i>Application and Enforcement of the Clackamas County Building Code</i> , and Chapter 9.03, <i>Excavation and Grading</i> to maintain current business practices, services and consistency.
Dollar Amount and Fiscal Impact	N/A
Funding Source	These changes are for the Building Codes Division, which is a dedicated fund, with all costs covered by fees for service.
Duration	Indefinitely
Previous Action	9/24/2019: Informational policy session with the Board to discuss the need for County Code amendments 11/5/2019: Policy session where the Board directed staff to prepare proposed amendments for public hearing and discussion at two separate business meetings.
Counsel Review	Reviewed by County Counsel on November 18, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build public trust through good government 2. Build a strong infrastructure 3. Ensure safe, healthy and secure communities
Contact Person	Cheryl Bell, Assistant Director of Development, Transportation & Development, 503-742-4748

BACKGROUND

The State Building Code

As part of the Department of Transportation and Development's Land Use and Development line of business, Clackamas County administers a building codes program for unincorporated Clackamas County and, with intergovernmental agreements, select cities. The county is mandated to maintain a building code program by ORS 455.020, with the program delegated to the County from the State Building Codes Division (State BCD) through OAR 918-020.

On August 30, 2019, the State BCD issued a notice of rulemaking that revises the administrative provisions of the residential code (Oregon Residential Specialty Code or ORSC), and in October 2019 State BCD adopted a new commercial code (Oregon Structural Specialty Code or OSSC) with the same changes included in the Code's scoping provisions.

As presented to the Board in policy sessions held on September 24, 2019 and November 5, 2019, local action is required to address the extensive changes made by the State BCD to the building code's administrative provisions, referred to as *Chapter 1- Scope and Administration* (Chapter 1).

To keep critical elements as part of the building codes program, maintain interdisciplinary coordination, and to keep business practices and permitting processes as they have been since the adoption of a statewide building code in 1974, local jurisdictions must adopt *Scope and Administration* provisions (language taken from the original Chapter 1) in their local codes.

Additionally, while preparing these proposed amendments to the County Code, staff took the opportunity to make needed minor changes to Chapters 9.02 and 9.03.

Proposed Amendments to County Code Chapters 9.02 and 9.03

Reestablishing Technical Items and Code Enforcement Authority

The revised state code Chapter 1 language changes the scope of the building code's authority regarding technical items and code enforcement action that is a departure from practices in place since state building codes were established in 1974.

The revisions are driven by the State's desire to have the building code focus specifically and only on buildings under construction, or elements under construction that directly impact buildings. In doing this, the code removes regulation of items like new communications towers, retaining walls, private access bridges, and exterior tanks holding fuel, industrial chemicals, etc.

The building code's change in focus also led to the removal of the right-of-entry provisions and removal of the clear authority to require that building code violations be abated. This weakens our ability to use building codes to obtain compliance of building code violations.

The proposed amendments to County Code Chapter 9.02 (provided as attachment A) reestablish the technical elements to be consistent with model code, previous practice, and other metro area and state jurisdictions, providing important consistency for our customers (Section 9.02.020). The proposed amendments also add back model code language to allow for right-of-entry and authority for building code enforcement related to code violations (Sections 9.02.020, 9.02.100, 9.02.110, and 9.02.330).

Reestablishing the Tie between Permits, Occupancy Certificates and Other Ordinances

In model code and previous versions of the state building codes, the sections governing the issuance of permits and certificates of occupancy included language noting that issuance can be conditional based upon consideration of "other ordinances of the municipality."

The State's revisions to Chapter 1 remove all references to these other requirements, making issuance of permits and occupancy certificates *contingent only upon the requirements of the*

building code. This would decouple the current, long-standing process where approval of issuance is tied to a variety of reviews, including:

- Zoning and development code,
- Roadway standards governing site development and site access,
- Adequate connection to septic or sanitary systems,
- Health Department permitting and inspections; and
- Payment of SDC fees.

The proposed Chapter 9.02 amendments maintain the tie between issuance of permits and certificates of occupancy and compliance with other ordinances (Sections 9.02.240 and 9.02.260). Not re-establishing this pairing could force staff to issue permits in violation of other important land use, zoning, access, roadway and health safety provisions. This could result in having to put properties that do not meet these other ordinances immediately into code enforcement action, rather than working with customers so they can come into compliance during permitting and plan review.

This forced path to code enforcement would increase costs, increase staff time and provide poor consultation and service to our customers. In addition, it could place properties in an expensive or dangerous position of having permits or certificates of occupancy issued when important land use, zoning, and other safety provisions are not included or provided in the project scope.

Minor Changes

Staff took the opportunity to review Chapters 9.02 and 9.03 and after this review have included the following minor amendments.

- **Use current code language.** Where the County Code uses language directly from the building codes, these sections were updated to use current code language.
- **Gender-neutral language.** Chapters 9.02 and 9.03 were revised to use gender-neutral language.
- **Definition of processing.** A definition of processing will help when parsing out the business practices allowed in agricultural buildings. Preparation and processing are different uses, and have different associated risk (e.g., packaging hemp verses cold-extracting hemp).
- **Grading ordinance.** When Chapter 9.03 (provided as Attachment B) was written, the text of an optional building code appendix was put directly into County Code. The proposed changes to Chapter 9.03 directly adopt Building Code Appendix J, with amendments as presented in Attachment B, in lieu of reproducing the text of the appendix in the body of the County Code. This allows for Chapter 9.03 to use current code language each time a new code is adopted, without revising the County Code itself.

Outreach

The process for these amendments was fast tracked due to the timing provided by the State. The notice of rulemaking for the residential code was published by the State BCD on August 30, 2019, with the comment period closing on September 20, 2019. The new commercial code, with the same changes to its Chapter 1, went into effect October 1, 2019.

The State BCD enacted a “grace period” allowing the previous Chapter 1 of each code to remain in effect, with the technical, code enforcement, and links to other ordinances in place, but this grace period ends January 1, 2020. Due to the decreased length of notice from the State BCD the County had limited time to make changes, which lead to a narrow window for public outreach.

Staff is providing public outreach of the proposed amendments using our website, social media, and through a notice to our Community Planning Organizations (CPO). The first and second readings of the ordinance also serves as an opportunity for the public to comment on the proposed changes.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the proposed amendments after a first and second reading, amending County Code Chapter 9.02, Application and Enforcement of the Clackamas County Building Code, and Chapter 9.03, Excavation and Grading.

ATTACHMENTS:

- A. Amended County Code, Chapter 9.02
- B. Amended County Code, Chapter 9.03

Respectfully submitted,

Dan Johnson, Director
Department of Transportation & Development

Chapter 9.02

9.02 APPLICATION AND ENFORCEMENT OF THE CLACKAMAS COUNTY BUILDING CODE

9.02.010 Purpose

The purpose of this chapter is to establish uniform performance standards for building-related codes and rules to reasonably safeguard the public health, safety, and general welfare of occupants and users of buildings within this jurisdiction, and provide for the use of modern methods, devices, materials and techniques and for superior energy conservation. The provisions of this chapter are in addition to the requirements of the State Building Code, as defined in ORS 455.010, and in many cases are intended to amend specific sections of the State Building Code pursuant to the authority granted to Clackamas County through ORS 455.020. [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

9.02.020 Application

This chapter shall apply to the construction, reconstruction, alteration, relocation (i.e. moving), demolition, repair, maintenance and work associated with any building or structure except when such work is located in a public right of way.

Without limiting the generality of the foregoing, this chapter shall also apply to the following:

- A. Abatement of nuisances and dangerous buildings.
- B. Demolition
- C. Protection of adjoining property.
- D. Retaining walls.
- E. Fences.
- F. Tanks that are located exterior to and not attached to or supported by a regulated building.
- G. Telecommunications towers.
- H. Ground mounted flagpoles exceeding 25 feet.
- I. Signs not attached to or supported by a regulated building.
- J. Piers and wharves.
- K. Bridge structures outside of a public right of way.
- L. Structures associated with agricultural processing.

This chapter shall not apply to the following:

- A. Fire safety during construction.
- B. Structures within a public right of way.
- C. Floating structures.
- D. Docks.
- E. Equipment shelters not intended for human occupancy with a building area 250 square feet or less, designated as Risk Category I or II.
- F. Administration and implementation of a National Flood Insurance Program (NFIP).

- G. Transitional housing accommodations.
- H. Water tanks supported directly upon grade if the capacity does not exceed 5000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.

If any conflict arises because different sections of this chapter specify different materials, methods of construction or other requirements, the most restrictive provision shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement will apply.

If any conflict arises between a provision of this Chapter and Oregon Revised Statutes or State Building Code, the statutory or State Building Code provision(s) shall govern.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

9.02.030 Definitions

When used in this chapter, the following terms, phrases, words and their derivatives shall have the meanings ascribed to them below. When terms are used that are not defined below, they shall have the ordinary accepted meanings that are appropriate to their context. Words used in the singular include the plural and those used in the plural include the singular. Words used in the masculine gender include the feminine and those used in the feminine include the masculine.

- A. AGRICULTURAL PROCESSING is the processing, compounding, or conversion of an agricultural good into a product. The alteration of the physical makeup of the agricultural good is the primary characteristic of agricultural processing. Agricultural processing does not include preparation, cleaning, treatment, sorting, packing and storage of agricultural goods.
- B. AUTHORIZED REPRESENTATIVE may include, among others, the Deputy Building Codes Administrator and his/her authorized inspection personnel, and the Fire Marshal.
- C. BUILDING is any structure used or intended for supporting or sheltering any use or occupancy.
- D. BUILDING OFFICIAL is the official designated by order of the Clackamas County Board of Commissioners, charged with administration and enforcement the State of Oregon Building Codes as outlined in ORS 455.148, and includes that official's authorized representatives.
- E. PERSON includes human beings and, where appropriate, public or private corporations, unincorporated associations, partnerships, firms, governments, governmental instrumentality, joint stock companies, trusts and estates, trustees, and any other legal entities whatsoever, and shall indicate both the singular and the plural.
- F. STRUCTURE is that which is built or constructed, including buildings.
- G. STATE BUILDING CODE is defined in ORS 455.010.

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

9.02.040 Clackamas County Building Code

The Clackamas County Building Code consists of the following Specialty Codes as adopted by the State of Oregon, and regulations:

- A. The Oregon Structural Specialty Code, as adopted by OAR Chapter 918, Division 460,

- except as modified in this Chapter, shall be enforced as part of this Chapter.
- B. The Oregon Mechanical Specialty Code, as adopted by OAR Chapter 918, Division 440, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - C. The Oregon Plumbing Specialty Code, as adopted by OAR Chapter 918, Division 750, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - D. The Oregon Electrical Specialty Code, as adopted by OAR Chapter 918, Division 251 except as modified in this Chapter, shall be enforced as part of this Chapter.
 - E. The Oregon Residential Specialty Code, as adopted by OAR Chapter 918, Division 480, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - F. The manufactured dwelling park and mobile home park rules adopted by OAR Chapter 918 Division 600, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - G. The manufactured structure rules adopted by OAR Chapter 918, Division 500, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - H. The Recreational Park and Organizational Camp Rules adopted by OAR Chapter 918, Division 650, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - I. Chapter 9.01 of the Clackamas County Code: Code for the Abatement of Dangerous Buildings and Structures.
 - J. Chapter 9.03 of the Clackamas County Code: Excavation and Grading.
 - K. The On-Site Sewage Disposal Rules as adopted by OAR Chapter 340, Division 71 and OAR Chapter 340, Division 73, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - L. The Oregon Energy Efficiency Specialty Code as adopted by OAR Chapter 918, Division 460, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - M. The Oregon Solar Installation Specialty Code as adopted by ORS 455.010 through 455.897, except as modified in this Chapter, shall be enforced as part of this Chapter.
 - N. 2018 International Building Code, International Code Council (ICC IBC-2018) Section 105.2.
 - O. ICC IBC-2018 Section 1807.3
 - P. American Society of Civil Engineers (ASCE) 7.16, Section 15.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

9.02.050 Clackamas County Operating Plan

The provisions of the Clackamas County Operating Plan are hereby incorporated as if fully set forth herein. A copy of the operating Plan is on file with the Building Codes Division of the Department of Transportation and Development and may be reviewed upon request. Where the terms of the Clackamas County Operating Plan conflict with this Chapter, the provisions of this Chapter shall control.

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

9.02.060 Modifications

Repealed.

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

9.02.070 Tests

Repealed.

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

9.02.080 Powers And Duties Of The Building Official

The building official is hereby authorized and directed to enforce all the provisions of this chapter.

The building official shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in conformance with the intent and purpose of this chapter. The building official shall have the authority to vary the approval period for permits applied to resolve violations to less than the 180 days referred to in Section 9.02.270 of this Chapter.

The building official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction in the discharge of duties required by this chapter and other pertinent laws or ordinances.

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

9.02.090 Deputies

In accordance with prescribed procedures the building official may appoint a deputy building official, technical officers and inspectors and other employees to carry out the functions of code enforcement under this chapter. The building official may deputize such inspectors or employees as may be necessary to carry out the functions of code enforcement under this chapter as delegated by the building official.

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

9.02.100 Right Of Entry

When it is necessary to make an inspection to enforce the provisions of this chapter, or when the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this chapter which makes the structure or premises unsafe, dangerous or hazardous, the building official or designee may enter or inspect the structure or premises at reasonable times to inspect or to perform the duties imposed by this chapter, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If the structure or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

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

9.02.110 Stop Work Orders, Warning Notices & Violation Notices

Whenever any work is being done contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented for enforcement of this chapter, the building official may order the work stopped by notice in writing served on any person engaged in doing the work or causing the work to be done, or by posting of the building or work being done, and any such person shall forthwith stop such work until authorized by the building official to resume the work.

In the discretion of the building official, warning notices or violation notices may also be issued for violations of this chapter and any other pertinent laws or ordinances implemented for enforcement of this chapter.

Orders or notices shall give a brief description of the violation identified, and shall be issued through one of the following methods:

- A. Personal service upon the person responsible for the violation;
- B. Posting at the site of the violation; or
- C. Delivered by regular U.S. mail to the address listed on the permit application (if any) submitted in association with the work in question.

Orders or notices shall contain the name of the County Department(s) to contact regarding the violation, the name of the person issuing the order or notice, the date the order or notice was issued and a statement that failure to correct the alleged violation within the time set (no less than 30 days) may result in legal action with the courts or the Compliance Hearings Officer to abate the nuisance or both, and the imposition of administrative fees, penalties and enforcement fees.

If the building official believes an alleged violation presents an imminent threat to public health or safety, no warning notice need be given before pursuing remedies allowed for by this chapter. [Codified by Ord. 05-2000, 7/13/00]

9.02.120 Authority To Disconnect Utilities In Emergencies

In case of emergency, the building official shall have the authority to disconnect the energy, fuel or power supply, or plumbing utility service to a building, structure, premises or equipment regulated by this chapter when necessary to eliminate an immediate hazard to life or property. The building official shall, whenever possible, give advance notice to the serving utility, the owner and the occupant(s) of the building or premises that utilities will be disconnected, and shall notify the serving utility, owner and occupant of the building or premises in writing of utility disconnection immediately afterward.

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

9.02.130 Connection After Order To Disconnect

Persons shall not make connections from an energy, fuel, power supply or plumbing service, nor supply energy, fuel, power or plumbing to any equipment regulated by this chapter which has

been disconnected or ordered to be disconnected by the building official, or the use of which has been ordered to be discontinued by the building official, until the building official authorizes the reconnection and use of such equipment. [Codified by Ord. 05-2000, 7/13/00]

9.02.140 Occupancy Violations

Whenever any structure or equipment therein regulated by this chapter become unsafe, insanitary, deficient, or is otherwise being used contrary to the provisions of this chapter, the building official may order such use discontinued and the building, structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Any person receiving notice shall discontinue the use within the time prescribed by the building official to make the building, or portion thereof, comply with the requirements of this chapter. [Codified by Ord. 05-2000, 7/13/00]

9.02.150 Adjudicating Entities For Specific Appeals

- A. In the event an appeal of a staff interpretation of code is necessary during plan review, the appeal shall be processed as set forth in this subsection. If a permit applicant disagrees with a plans examiner's decision, the request is first sent to the Plans Examiner Supervisor or a Section Supervisor depending upon the nature of the problem and which specific code is being appealed. The Supervisor will make a decision regarding the matter. If the matter is not resolved at that level, the appeal is forwarded to the building official. After consultation with the appellant and the appropriate technical staff, the building official reviews the request and shall respond in writing within 10 business days.
- B. In the event an appeal of a staff interpretation of code is necessary during field inspections, the appeal shall be processed as set forth in this subsection. If a permit holder disagrees with a field inspector's correction, the request is first sent to the Structural/Mechanical Inspector Supervisor, the Plumbing Inspection Supervisor, Electrical Inspection Supervisor, or other Section Supervisor depending upon the nature of the problem and which specific code is being appealed. The Supervisor will make a decision regarding the matter. If the matter is not resolved at that level, the appeal is forwarded to the building official. After consultation with the appellant and the appropriate technical staff, the building official reviews the request and shall respond in writing within 10 business days.
- C. For those issues that are within the scope and application of the State Building Code, where the applicant is still aggrieved, the matter may be further appealed to the appropriate Division Chief at the State of Oregon and then further to the appropriate Advisory Board at the State of Oregon. Appeals to the State shall follow ORS 455.060, ORS 455.475, and the appropriate Oregon Administrative Rules.
- D. For those issues that are outside of the scope and application of the State Building Code, where the applicant is still aggrieved, the applicant may request a hearing as provided in County Code Section 2.07.040. The procedures associated with the applicant's requested hearing shall be subject to those provisions of County Code Section 2.07.
- E. Notwithstanding the provisions above, appeals related to a staff interpretation of the On-Site Sewage Disposal Rules as adopted by OAR Chapter 340, Division 71 and OAR

Chapter 340, Division 73 shall follow the appeal process set forth in OAR Chapter 340, Division 71.

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

9.02.160 Board Of Appeals

Repealed.

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

9.02.170 Form Of Appeal

Repealed.

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

9.02.180 Effect Of Failure To Appeal

Repealed.

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

9.02.190 Scope Of Hearing On Appeal

Repealed.

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

9.02.200 Procedures For Conduct Of Appeals Hearings

Repealed.

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

9.02.210 Form Of Notice Of Hearing

Repealed.

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

9.02.220 Conduct Of Hearing

Repealed.

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

9.02.230 Method And Form Of Decision

Repealed.

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

9.02.240 Plans And Permits

The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the building official or appointed deputies. Such plans may be reviewed by other departments and divisions of Clackamas County to verify compliance with any applicable laws and ordinances. If the building official or deputy finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and other pertinent laws and ordinances, and that the fees have been paid, the building official shall issue a permit to the applicant.

When the building official issues a permit for which plans are required, the building official shall endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified or altered without authorization from the building official, and all work regulated by this chapter shall be done in accordance with the approved plans.

The building official may issue a permit for the construction of part of a building or structure before the complete plans and specifications for the whole building or structure have been submitted or approved, if adequate information and detailed statements have been filed to assure compliance with all pertinent requirements of this chapter. The holder of a partial permit who chooses to proceed assumes the risk that the permit for the entire building or structure may be denied. Clackamas County is not responsible for any costs associated with work performed under a partial permit if the full permit is denied.

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

9.02.250 Retention Of Plans

Repealed.

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

9.02.260 Validity Of Permit

The building official shall consider any violations of Clackamas County Ordinances or other applicable laws that are known to them in responding to all permit requests, applications, and occupancy or completion certificates. The building official may refuse to issue permits, occupancy or completion certificates under this chapter if the parcel of land, or the use of the land on which the building, structure, or equipment is to be placed, altered, equipped or used is in violation of any Clackamas County Ordinance or State Building Code.

No building or site permit shall be issued by the building official until all plans for on-site sewage disposal facilities have been approved by the appropriate authority. Further, no building containing plumbing shall be occupied until connected to an on-site sewage disposal facility approved by the appropriate authority and meeting the minimum standards of the Oregon State Board of Health and the Department of Environmental Quality.

The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, acquiescence to, any violation of any of the provisions of this chapter or of any other ordinance of the jurisdiction. Permits presuming to give authority to

violate or cancel the provisions of this chapter or other ordinances of the jurisdiction shall be null and void.

The issuance of a permit based on plans, specifications and/or other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building occupancy or operations associated with the permit, if executed in violation of this chapter or of any other ordinances of this jurisdiction.

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

9.02.270 Expiration Of Applications, Plans And Permits

- A. Automatic Expiration of Applications -- Applications for which no permit is issued within 180 days following the date of the application shall automatically expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official.
- B. Extensions on Unexpired Applications – The building official may extend the time for action by the applicant for a period not exceeding 90 days if:
 - 1. The applicant so requests in writing;
 - 2. The applicant shows that circumstances beyond applicant’s control have prevented action from being taken; and
 - 3. The application is consistent with the relevant provisions of this Chapter in effect on the date the request for a time extension is submitted.
- C. Pre-Conditions to Renewing Action on an Expired Application – In order to renew action on an application after expiration, the applicant shall resubmit plans if directed by the building official and shall pay a new plan review fee. The building official shall have authority to modify renewal fees where warranted.
- D. Automatic Expiration of Permits – Every permit issued by the building official under the provisions of this Chapter shall automatically expire and become null and void if the building or work authorized by the permit is:
 - 1. Not commenced within 180 days from the date of the permit; or
 - 2. Suspended or abandoned for a period of 180 days at any time after the work is commenced, or
 - 3. Not subject to inspection approval for a period of 180 days at any time after the work is commenced.
- E. Extensions on Unexpired Permits – Any permittee holding an unexpired permit may apply for an extension of the time within which to commence work under that permit when the permittee is unable to commence work within the time originally required for good reason. The building official may extend the time for action by the permittee for a period not exceeding 180 days if:
 - 1. The permittee requests an extension in writing; and
 - 2. The permittee shows that circumstances beyond permittee’s control have impeded progress under the permit.
 - 3. The unexpired permit remains consistent with the relevant provisions of this Chapter in effect on the date the request for a time extension is submitted.
- F. Timelines for Permits Issued to Resolve Violations – In those instances where a permit is issued to resolve a violation, the building official may specify the length of time an issued

- permit may remain valid and they may establish specific timelines for compliance.
- G. Pre-Conditions to Resuming Work on Expired Permit – Before resuming work under an expired permit, an existing permit must be renewed where appropriate or a new permit must be obtained if directed to do so by the building official, and an additional fee remitted. The fee will be determined under the following guidelines:
1. If no changes have been made or will be made in the original plans and specifications for the work to be resumed; and the suspension or abandonment of work under the permit has not exceeded six months, then no fee will be required to renew the permit; or
 2. If there have been or will be changes to the original plans and specifications for the work to be resumed, or the suspension or abandonment of work under the permit has exceeded six months but has not exceeded one year, then the permittee shall pay one half the amount of the full permit fee, plus additional plan review fees assessed at the County's currently hourly rate where applicable.
 3. If the suspension or abandonment of work under the permit has exceeded one year, then the permittee shall pay an amount equivalent to the full permit fee, plus additional plan review fees assessed at the County's current hourly rate where applicable.
 4. The building official shall have authority to modify renewal fees where warranted.

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

9.02.280 Work Without A Permit; Investigation Fees

Whenever any work for which a permit is required by this chapter has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, may be collected whether or not a permit is ever issued. The investigation fee shall be based on the actual cost of the investigation or the average cost of such investigations per ORS 455.058, but not less than the amount specified in Appendices A&B of the Clackamas County Code. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this chapter nor from any penalty prescribed by law.

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

9.02.290 Transferability

With the permission of the building official a permit issued and paid for by a person or firm may be transferred to another person or firm to perform any work thereunder.

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

9.02.300 Suspension; Revocation

The building official may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect, inaccurate or

incomplete information supplied, or in violation of any ordinance or regulation of any of the provisions of this chapter.

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

9.02.310 Inspections

It shall be the duty of the permit holder or their agent to request all necessary inspections in a timely manner and according to the policies of Clackamas County, provide access to the site, and provide all necessary equipment to make inspections as determined by the building official. The permit holder shall not proceed with construction until authorized by the building official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permit holder to remove or replace any material required for proper inspection shall be the responsibility of the permit holder or their agent. Failure to request inspections shall result in expiration of the permit as per Section 9.02.270. The county has no obligation, responsibility, or liability to follow up on permits for which necessary inspections have not been requested or which are at risk of expiration under Section 9.02.270. The permittee shall bear all such responsibility and liability.

Any person to whom a permit is issued shall be liable for any loss, damage, or injury caused or arising from the permittee's negligence, as well as for any breach of the building codes or regulations, to the person suffering such loss, damage, or injury. The permittee shall indemnify, defend and hold harmless the County and its officers, employees and agents from any and all claims, demands, actions and suits (including all attorney fees and costs, through trial and on appeal) arising from the permittee's negligence, as well as for any breach of the building codes or regulations to the person suffering such loss, damage or injury.

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

9.02.320 Fees

Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Clackamas County Board of Commissioners deem reasonable shall be as set from time to time by order of the Clackamas County Board of Commissioners.

The building official may authorize refunds of fees when the guidelines of the applicable refund policy so authorize.

The determination of value or valuation under any provisions of this chapter shall be made by the building official. The value to be used in computing building permit and plan review fees shall be the total value of all construction work associated with the permit, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. Valuations shall be determined as specified in OAR 918-050-0100. The building official may modify the valuation of any building or structure where warranted.

Enforcement fees are in addition to and not in lieu of civil penalties that may be imposed by a Compliance Hearings Officer or court. Enforcement fees shall be used to defray the costs of enforcement of the provisions of this chapter.

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

9.02.330 Violations And Enforcement

All persons shall comply with this chapter in the location, construction, maintenance, repair, alteration, or use of buildings, structures, installations or on-site sewage disposal systems or facilities within Clackamas County.

A violation of this Chapter exists whenever a building, structure, installation, on-site sewage disposal system or sewage disposal facility, or grading is, or is proposed to be, located, constructed, maintained, repaired, altered, or used contrary to the requirements of this Chapter. Each day that a violation exists is considered to be a separate offense.

A violation of this Chapter is a public nuisance, and continues to be a public nuisance until the offending building, structure, installation, system, facility or use is brought into compliance with this Chapter.

The County may, in addition to the other remedies provided by law, institute injunction, mandamus, abatement or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate, or remove violations of this Chapter. The County may also enforce this chapter through the provisions of the Clackamas County Compliance Hearing Officer Ordinance.

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

9.02.340 Prioritization Of Violations For Enforcement

The building official is charged with administration, implementation and enforcement of the State Building Code and this Chapter. The building official's duties include the duty to oversee plan reviews and building inspections required under the State Building Code and this chapter, and the duty to supervise continuing enforcement when violations are identified. Since the Building Code Division has limited financial resources, the building official must exercise their inherent discretion to ensure that sufficient funds are available to deal with the most important public policy matters that come before them.

The top priority for Division resources is the processing of plans and permits properly applied for under the Codes. Although the Division must also address Code violations, violations vary greatly in severity, with some violations having a negligible impact on the public interest and others having a potentially great impact on the public interest. For this reason, the Board of County Commissioners has determined that the building official may prioritize violations for enforcement action without unduly compromising public policy. The Board of County Commissioners believes that this prioritization of violations for enforcement will result in the most effective and efficient re-allocation of Building Division resources.

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

Chapter 9.03

9.03 EXCAVATION AND GRADING

9.03.010 Purpose

The purpose of this chapter is to safeguard life, limb, property and the public welfare by regulating grading on private property.

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

9.03.020 Scope

This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction. All excavation, grading and earthwork construction, including fills and embankments, shall be performed in accordance with Appendix J of the Oregon Structural Specialty Code (OSSC), modified as follows:

- A. OSSC Section J104.1: Submittal requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill, and provide a quantity calculation and/or methodology.
- B. OSSC Section J104.2: Site Plan Requirements. In addition to the provisions of Section 107, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code. Cross section drawing(s) shall be provided and shall be of sufficient quality and detail to accurately represent the proposed work, and that it conforms to the requirements of this code.

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

9.03.030 Permits Required; Exceptions

No person shall do any excavation, grading or earthwork construction without first having obtained a permit from the Clackamas County Building Official or his/her designee. The following activities shall be exempt from this Chapter:

- A. Farm grading, as defined in ORS 30.936. All farm grading shall be done in accordance with ORS 455.315; and
- B. Grading performed as part of stream or habitat improvements, including turtle nests and log jams.

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

9.03.040 Fees

Fees are as set forth in Appendix A, “A500. Building”.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

9.03.050 Bonds

- A. The Clackamas County Building Official may require bonds in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.
- B. In lieu of surety bond the applicant may file a cash bond or instrument of credit with the Clackamas County Clackamas County Building Official in an amount equal to that which would be required in the surety bond.

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

DRAFT

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon City School District to provide
Kindergarten Readiness Partnership & Innovation Services

Purpose/Outcome	Oregon City School District (OCSD) will implement a kindergarten home visit program at 3 Clackamas County Elementary Schools to train a cross section of staff on how to conduct home visits and build partnerships with families to support Kindergarten Readiness Partnership & Innovation Services. OCSD will also offer a Kindergarten Spring Transition workshop for incoming kindergartners and their families to learn about expectations and factors for success prior to starting kindergarten
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$17,300. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division
Duration	October 1, 2019 to June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel reviewed and approved this document on October 23, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9513

BACKGROUND:

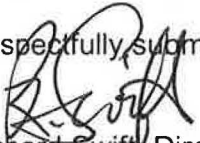
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Oregon City School District to provide community and school partnerships and innovations that result in measureable increases in readiness for kindergarten children ages 0-6 in Clackamas County.

This Grant Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$17,300.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY CHILDREN, FAMILY & COMMUNITY CONNECTIONS
AND OREGON CITY SCHOOL DISTRICT**

Contract # 9513

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), acting by and through its department of Health, Housing & Human Services, Children, Family & Community Connections Division (CFCC), a political subdivision of the State of Oregon, and Oregon City School District ("AGENCY"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

AGENCY agrees to accomplish the following work under this contract:

AGENCY will implement a kindergarten home visit program at Gaffney Lane, Holcomb & Jennings Lodge Elementary schools to train a cross section of staff on how to conduct home visits and build partnerships with families to support the Kindergarten Readiness Partnership & Innovation Program. Each site will also offer a Kindergarten Spring Transition workshop for incoming kindergarteners and their families to learn about expectations and factors for success prior to starting kindergarten.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution for services starting October 1, 2019 and terminating on June 30, 2020.
2. **Scope of Work.** The AGENCY agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A-1 and incorporated herein ("Work").
3. **Consideration.** The funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division, through the County, a sum not to exceed **\$17,300** for satisfactorily performing the services outlined in Exhibit A-1: Scope of Work. AGENCY use of funds may not exceed the amount specified in Exhibit B: Program Budget. AGENCY may not transfer funds between budget lines without prior written approval of the COUNTY. At no time may budget modifications change the scope of this agreement. Payments shall be made on a cost reimbursement basis and disbursement will be made monthly in accordance with the requirements outlined in: Exhibit C: Financial Report and Request for Reimbursement.
4. **Payment.** Unless otherwise specified, the AGENCY shall submit monthly requests for reimbursement and required documentation as outlined in Exhibit C: Financial Report and Request for Reimbursement. Work performed and shall include the total amount

billed to date by the AGENCY prior to the current invoice. Payments shall be made to AGENCY following the County's review and approval of invoices submitted by AGENCY. AGENCY shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.

5. **Withholding of Contract Payments.** Notwithstanding any other payment provision of this Agreement, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports, performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.
6. **Record and Fiscal Control Systems.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of (6) years after receipt of final payment under this contract and all other pending matters closed.
7. **Access to Records.** COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of AGENCY, which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.
8. If an audit discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, then AGENCY shall repay the amount of the excess to COUNTY, or the funds will be offset from future payments.
9. **Representations and Warranties.**
 - A. AGENCY represents and warrants to County that AGENCY has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of AGENCY enforceable in accordance with its terms.
 - B. County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of COUNTY enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
10. **Termination.**
 - A. Either the County or the AGENCY may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the County or the AGENCY may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party

seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the AGENCY shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either performance under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11. Indemnification.

AGENCY 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 AGENCY, its subcontractors, agents, or employees. The AGENCY agrees to indemnify, hold harmless and defend Clackamas County, and their 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 AGENCY or the AGENCY's employees, subcontractors, or agents.

However, neither AGENCY nor any attorney engaged by AGENCY shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall AGENCY settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 12. Insurance.** During the term of this agreement, AGENCY, shall maintain in force, at its own expense, each insurance noted below. If self-insured, AGENCY shall provide

documentation to the County of AGENCY's self-insured status by completing the Self-Insurance Certification form provided by the County.

- A. Commercial General Liability.** AGENCY shall obtain, at AGENCY'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 \$1,000,000 per occurrence/ \$2,000,000 general aggregate 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.
- B. Commercial Automobile Liability.** If the Agreement involves the use of vehicles, AGENCY shall obtain at AGENCY 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 \$1,000,000.
- C. Professional Liability.** If the Agreement involves the provision of professional services, AGENCY 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 \$2,000,000 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.
- D. Network Security and Privacy Liability.** AGENCY must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which AGENCY (or its business associated, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII") in any format, including coverage for accidental loss, theft, unauthorized disclosure or use of Agency data.
- E. 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 contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- F. Directors & Officers Liability.** Directors, officers and organization liability insurance covering the AGENCY's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper

governance, employment practices and financial oversight – including improper oversight and/or use of Grant Funds and donor contributions – with a combined single limit of no less than \$1,000,000 per claim.

- G. 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 but only with respect to AGENCY's activities under this agreement.
- H. Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- I. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- J. Insurance Carrier Rating.** Coverage provided by AGENCY 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.
- K. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, AGENCY 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.
- L. Primary Coverage Clarification.** AGENCY 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.

- M. 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.
- N. Waiver of Subrogation.** AGENCY agrees to waive their rights of subrogation arising from the work performed under this Agreement.

13. General Provisions

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and AGENCY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. AGENCY, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.
- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** AGENCY shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect action taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the AGENCY shall promptly deliver these materials to the County.
- F. Hazard Communication.** AGENCY shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, AGENCY shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. 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.
- J. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent,

employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- L. **No Third-Party Beneficiary.** AGENCY and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, 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 Agreement.
- M. **Subcontract and Assignment.** AGENCY shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve AGENCY of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 9, 11, and 13 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** AGENCY agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither AGENCY nor County shall be held responsible for delay or default caused by events outside of the AGENCY or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, AGENCY shall 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 Agreement.
- T. **Confidentiality.** AGENCY acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to

or acquire confidential information. Any and all information of any form obtained by AGENCY or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). AGENCY agrees to hold Confidential Information in strict confidence, using at least the same degree of care that AGENCY 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 Agreement.

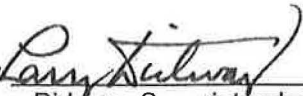
U. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

(Signature Page Attached)

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

AGENCY

Oregon City School District
417 12th Street
Oregon City, OR 97045

By: 

Larry Didway, Superintendent

Date: 10.24.2019

EIN: 93-60000264

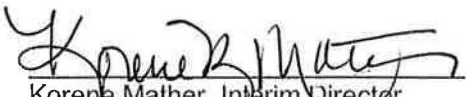
CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____



Korene Mather, Interim Director
Children, Family & Community Connections

Date: 11/5/2019

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Program Requirements

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for HB2017 State Transportation Improvement Fund Discretionary Program Funds for the Regional Integrated Fare Collection System Analysis Project

Purpose/Outcomes	The purpose of this grant is to fund a study to examine the feasibility of implementing an integrated regional fare collection system that would simplify the riding experience for customers travelling between multiple transportation providers, and to gain travel trend information for reporting and planning purposes
Dollar Amount and Fiscal Impact	The maximum grant award is \$108,000. The grant would be funded through the Oregon Department of Transportation
Funding Source	HB2017 State Transportation Improvement Fund (STIF) Discretionary Funds. The match rate is 10% and will be paid with Social Services funds and contributions from the regional transit partners. County General Funds are not involved.
Duration	Upon signature of both parties until June 30, 2021
Previous Board Action	None.
Strategic Plan Alignment	1. This aligns with the Social Service Division's strategic priority to provide services that allow individuals and families to remain in their own homes and communities. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	County Counsel reviewed and approved this document on 10/15/19
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	ODOT Agreement No. 33802/ H3S #9533

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of an intergovernmental agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund a study to examine the feasibility of implementing an integrated regional fare collection system to simplify the riding experience for customers travelling between multiple transportation providers, and to gain travel trend information for reporting and planning purposes. Partners for this project include Canby Area Transit (CAT), Clackamas County (Mt Hood Express), Sandy Area Metro Transit (SAM), South Metro Area Regional Transit (SMART), and the South Clackamas Transportation District (SCTD).

The partners are interested in exploring an electronic fare system that meets criteria to include simple and convenient customer experience, seamless transfers between providers, flexible and scalable platform that is readily accessible from multiple locations, provides ride data, and can be utilized in the future for a fare reciprocity program between providers. Neighboring transit systems will in included as

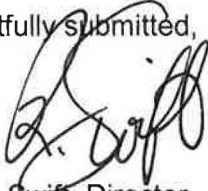
part of the feasibility study. The study will conduct an analysis of various tools using both existing studies and new products in the market and determine the best fit.

The HB 2017 State Transportation Improvement Fund Discretionary grant is for \$108,000. The match requirement of \$12,000 will be paid equally by the five partner organizations. Social Services' share will be paid by fund balance. No County General Funds are involved.

RECOMMENDATION:

Staff recommend recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing and Human Services Department

**COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM**

DATE: 10/14/19

TO: COUNTY COUNSEL

ATTORNEY: Kathleen Rastetter

FROM: Teresa Christopherson (name)

EXTENSION: 5718

DEPARTMENT/DIVISION: Social Services

BILL TO Social Services (Department/Division to be billed)

TYPE OF DOCUMENT: IGA


NAME OF DOCUMENT: Agreement No. 33802 with ODOT Rail and Public Transit Division for STIF Discretionary Project

REQUESTED RETURN DATE: 10/21/19

Comment: No concern from my perspective Thanks, Teresa

=====

APPROVED AS TO FORM:

County Counsel: 

Date: 10/15/19

Counsel Comments:

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$120,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$108,000.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a

result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant

indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. **Subagreement indemnity; insurance.**

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

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

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

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

under this Agreement.

- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or

any other party, organization or individual.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms

are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 33802

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301
1 (503) 731-3320
Jason.d.kelly@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jason Kelly

Date _____ 09/30/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement
with the Clackamas County Development Agency
for the NCRA Housing Rehabilitation and Home Buyer Assistance Programs

Purpose/Outcomes	This Agreement between the Community Development Division and the Development Agency continues a past agreement on program guidelines and funding to the Community Development Division to administer the Housing Rehabilitation and Homebuyer Assistance Programs in the North Clackamas Revitalization Area ("NCRA").
Dollar Amount and Fiscal Impact	NCRA funds of \$60,000 per year for 6 years for a total of \$360,000 for program administration.
Funding Source	NCRA funds. No County General Funds are involved.
Duration	Effective July 1, 2018 and ending June 30, 2024
Previous Board Action	Original Agreement signed September 20, 2007 – 092007B2
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
County Counsel	The Agreement was approved by County Counsel on 11/7/2019
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 9535

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the Clackamas County Development Agency to fund the administration of the Housing Rehabilitation and Homebuyer Assistance Programs in the North Clackamas Revitalization Area ("NCRA"). The H3S Community Development Division has been administering this program for the Development Agency since 2007. The original agreement renewed each year until June 30, 2018.

Healthy Families. Strong Communities.

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

www.clackamas.us

NCRA funds will also fund an estimated 15 home repair loans and grants per year to residents in the North Clackamas Revitalization Area.

RECOMMENDATION:

We recommend the approval of this Agreement by the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift". The signature is written in a cursive style with a large initial "R" and "S".

Richard Swift, Director
Health, Housing and Human Services

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY DEVELOPMENT AGENCY**

I. Purpose

- A. This Intergovernmental Agreement (“Agreement”) is entered into by and between the Clackamas County, by and through its Community Development Division (“CDD”), and the Clackamas County Development Agency (“AGENCY”) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship between CDD and AGENCY, with the common goal of developing, implementing and administering Housing Rehabilitation and Homebuyer Assistance Programs in the North Clackamas Revitalization Area (“NCRA”), herein collectively referred to as the PROGRAM.

II. Scope of Cooperation

- A. Under this Agreement, the responsibilities of AGENCY shall be as follows:
 - 1. The AGENCY shall work with the CDD to develop a specific list of responsibilities for PROGRAM administration and shall update the list as necessary with the agreement of the CDD.
 - 2. The AGENCY shall conduct telephone and online inquiries with potential applicants and provide application packages to interested parties.
 - 3. The AGENCY shall perform an initial screening of applications for PROGRAM loans and forward those meeting preliminary qualifications to CDD for further processing and evaluation.
 - 4. The AGENCY shall work with the CDD throughout the PROGRAM loan approval process and provide consultation and assistance as necessary during the review of applications.
 - 5. The AGENCY shall review CDD recommendations for each PROGRAM loan application and inform the CDD of the AGENCY’s approval or denial of each application and any conditions attached to a decision.
 - 6. The AGENCY shall provide consultation to the CDD in the service of outstanding PROGRAM loans and shall provide direction for dealing with violations of loan terms or requests for subordination.
- B. Under this Agreement, the responsibilities of the CDD will be as follows:
 - 1. The CDD shall work with the AGENCY to develop a specific list of responsibilities for PROGRAM administration and shall update the list as necessary with the agreement of the AGENCY.

2. The CDD shall conduct telephone and online inquiries with potential applicants, provide application packages to interested parties, and forward PROGRAM applications to the AGENCY for initial screening.
3. The CDD shall process and review PROGRAM loan applications to determine eligibility under PROGRAM guidelines.
4. The CDD shall provide personnel, such as Rehab Advisors, for rehabilitation loans as required to assist applicants and carry out the PROGRAM loan approval process.
5. The CDD shall work with the AGENCY throughout the PROGRAM loan approval process and consult with the AGENCY as necessary during the review of applications.
6. The CDD shall inform the AGENCY of the results of each application review and provide the AGENCY with a recommendation of approval or denial.
7. The CDD will service each outstanding PROGRAM loan until the loan is repaid or forgiven and will inform the AGENCY of any violations of loan terms or requests for subordination.

III. Compensation

- A. AGENCY agrees to reimburse CDD for all staff and loan costs associated with the administration of the PROGRAM in an amount not to exceed sixty thousand dollars (\$60,000.00) annually, with a total contract not to exceed amount of three hundred and sixty thousand dollars (\$360,000.00).
 1. AGENCY will reimburse CDD each quarter for the amount of PROGRAM funds loaned and for the actual costs of labor, fringe and overhead associated with implementing and administering the PROGRAM (“Administrative Costs”).
 2. The obligations of AGENCY are expressly subject to AGENCY receiving funds for the PROGRAM, and in no event shall AGENCY’s financial contribution exceed the amount finally granted, released and approved for the PROGRAM.
- B. Payments shall be made on requests for reimbursement submitted to AGENCY on a quarterly basis. Payment requests will detail loan costs and expenditures for allowable Administrative Costs incurred during that quarter. All requests for payment are subject to the approval of AGENCY and shall be submitted to:

Ken IteI
Clackamas County Development Agency
9101 SE Sunnybrook Blvd.
Clackamas, OR 97015

IV. Liaison Responsibility

- A. Ken Itel, or such other individual as the Agency may designate from time to time, will act as liaison from the AGENCY.
- B. Mark Sirois, or such other individual as the CDD may designate from time to time, will act as liaison from the CDD.

V. Special Requirements

- A. The CDD and the AGENCY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the CDD agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the CDD has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the CDD, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

- C. **Assignment and Subcontracting.** The CDD shall undertake the work outlined in this Agreement and shall only assign portions of the work with written approval from the AGENCY.
- D. **Conflict of Interest.**
 - 1. **Interest of Officers, Employees, or Agents.** No officer, employee, or agent of the CDD or the AGENCY who exercises any functions or responsibilities in connection with the planning and execution of activities under the AGENCY, or any other person who exercises any functions or responsibilities in connection with the PROGRAM during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for themselves or for persons with whom they have family or business ties without appropriate prior County waiver; and AGENCY shall take appropriate steps to assure compliance.

2. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

- E. **Compliance With Laws, Including Non Discrimination.** The AGENCY and the CDD shall comply with all federal, state, and local laws, statutes, regulations, and rules applicable to the services provided under this Agreement, including all requirements prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, religion, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- F. **Public Information.** The CDD and the AGENCY shall cooperate in public information efforts, such as contacts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement the CDD shall include information identifying the source of funds as the Clackamas County Development Agency.

- G. **Evaluation.** The CDD agrees to participate with the AGENCY in any evaluation project or performance report, as designed by the AGENCY or the appropriate federal or state department, and to make available all information required by any such evaluations process.

- H. **Audits and Inspections by the Agency.** The CDD will ensure that any duly authorized representative, as identified by the AGENCY, shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. The CDD shall not be required to provide any information which in any way would deny the rights of confidentiality to a family or individual seeking or receiving assistance from the program.

- I. **Record and Fiscal Control System.** The CDD agrees to comply with the policies, guidelines and requirements with respect to funds pursuant to this Agreement. All financial and programmatic records, supporting documents, statistical records, and other records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- J. **Access to Records.** The AGENCY, the CDD, the State of Oregon and the federal government, and their duly authorized representatives shall have access to the books,

documents, papers, and records of the AGENCY and CDD which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.

- K. **Citizen Participation.** The AGENCY and the CDD shall compile and maintain records including narratives or other documentation describing the process used to inform citizens concerning the program.

VI. Amendment

- A. This Agreement may be amended at any time with the concurrence of both parties.
- B. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. The term of this Agreement is a period beginning July 1, 2018 and ending June 30, 2024. The parties acknowledge that services have been performed pursuant to this Agreement prior to its execution and hereby ratify any work performed in accordance with the terms of this Agreement.

VIII. Default and Termination

- A. Default: The failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement.
1. The injured party shall give written notice of default to the party in default, specifying the default complaint of the injured party.
 2. If the party in default commences to cure, correct, or remedy the default within thirty (30) days after receipt of a notice specifying the default, and thereafter diligently prosecutes the cure, correction, or remedy to completion, then such party shall not be in default.
 3. Default shall be grounds for termination of the Agreement.
- B. Termination: This Agreement may be suspended or terminated prior to the expiration of its term, and the automatic renewal cancelled, by:
1. Written notice provided to the AGENCY from the CDD before any materials or services for improvements are procured, or;
 2. Written notice provided by the AGENCY of a material failure by the CDD to comply with any term of this Agreement, or;

3. Written notice provided by the CDD of a material failure by the Agency to comply with any term of this Agreement,
4. Written notice by either party that the terminating party failed to receive expenditure authority sufficient to allow the terminating party, in the exercise of its reasonable administrative discretion, to continue performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that the terminating party is prohibited from paying for such work from the planned funding source; or
4. Mutual agreement by CDD and AGENCY.

C. A termination of the Agreement-

1. Does not eliminate the respective responsibilities of the CDD and the Agency to perform their commitments through the date of the termination; and
2. Becomes effective seven (7) days after receipt of the written notice of termination.

IX. General Provisions.

- A. Merger Clause. This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- B. Assignment. No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.
- C. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- D. Notices. Any notice herein required or permitted to be given shall be given in writing and shall be effective when actually received, and may be given by hand delivery or by United States mail, first-class postage prepaid, addressed to the parties as follows.

For the CCD: Housing Rehabilitation Manager
 Community Development Division
 2051 Kaen Road, Suite 245
 Oregon City, OR 97045

For the AGENCY: NCRA Program Manager
 Clackamas County Development Agency
 9101 SE Sunnybrook Blvd.
 Clackamas, OR 97015

INTERGOVERNMENTAL AGREEMENT

Clackamas County Community Development Division and Clackamas County Development Agency

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- E. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- F. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- G. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- H. No Third-Party Beneficiary. AGENCY and CCD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, 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 Agreement.
- I. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

[Signature Page Follows]

INTERGOVERNMENTAL AGREEMENT

Clackamas County Community Development Division and Clackamas County Development Agency

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CLACKAMAS COUNTY

**CLACKAMAS COUNTY
DEVELOPMENT AGENCY**

Chair

Chair

Date

Date



DAN JOHNSON
DIRECTOR

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

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the SE 90th Avenue Reconstruction Project and Authorizing Good Faith Negotiations and Condemnation Actions

Purpose/Outcomes	Under ORS Chapter 203, ORS Chapter 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$126,650 and is included within the \$1,697,950 total project budget.
Funding Source	County Road Funds, Lighting District Funds, WES funds.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong and safe infrastructure • Ensure safe, healthy and secure communities.
Counsel Review	County Counsel reviewed and approved 11/05/2019.
Contact Persons	Sharan Hams-LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675

County Road funds, Lighting District funds, and Water Environment Services (WES) funds will be used to reconstruct SE 90th Avenue from SE Monterey Avenue to SE Causey Avenue (the Project). The Project will reconstruct the concrete road surface between existing curbs, install street lighting, improve stormwater collection and treatment, and rebuild ADA facilities.

This section of SE 90th Avenue is an existing concrete roadway in poor condition with substantial cracking and crumbling in many of the concrete panels that require ongoing maintenance. This is due, in part, to the shallow ground water level and heavy bus traffic. This section of SE 90th Avenue runs north from Clackamas Town Center and abuts two large apartment complexes and a memory care facility. Parking exists on the east side of the roadway. In order to construct the improvements as designed, additional rights of way and easements will be required. The Board has authority to exercise the power of eminent domain under ORS Chapter 203 and ORS Chapter 35 to acquire the needed property rights by purchase or condemnation proceedings.

The Project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The design has progressed through the Department of Transportation and Development (DTD) project development procedures and the legal descriptions required for acquisition of the needed rights of way and easements from three properties affected by the Project are being developed. If during the course of the project design/construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

DTD shall negotiate in good faith and accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner. To fairly determine the amount of Just Compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The resolution directs DTD staff to proceed with good faith negotiations for the acquisition of the needed property rights and to utilize the expertise of authorized real estate appraisers and other such experts to assist in the acquisition process. The resolution further requires the Director of DTD to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose for the Project, authorizing the acquisition of necessary rights of way, easements, and fee property by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Sharan Hams-LaDuca
Senior Right of Way Agent

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

In the Matter of the SE 90th Avenue
Reconstruction Project Declaring the
Necessity and Purpose for Acquisition of
Rights of Way, Easements, and Fee
Property, and Authorizing Good Faith
Negotiations and Condemnation Actions



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on November 27, 2019 and,

It appearing to the Board that the SE 90th Avenue Reconstruction Project ("Project") will reconstruct the roadway between SE Monterey Avenue and SE Causey Avenue, improving ADA facilities, stormwater collection, and street lighting; and,

It further appearing to the Board that the Project has been developed and reviewed by County Staff; and

It further appearing to the Board that rights of way, and easements within the boundaries described and depicted in the attached Exhibit "A" File 1 and Exhibit "A" File 4 & 5 (Exhibits) are a necessary part of the Project, consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

It further appearing to the Board that immediate possession of the rights of way and easements described in the Exhibits may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development ("DTD"), in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of the SE 90th Avenue
Reconstruction Project Declaring the
Necessity and Purpose for Acquisition of
Rights of Way, Easements, and Fee
Property, and Authorizing Good Faith
Negotiations and Condemnation Actions



Resolution No. _____

Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) DTD be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified in the Exhibits. In so doing, DTD is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist staff with the acquisition process; and,

2) If the Director of DTD (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way and easements required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending the Exhibits; and,

3) It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director of the Department shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2019.

Chair

Recording Secretary

EXHIBIT "A"

SE 90TH AVENUE
NOVEMBER 5, 2019

PROJECT NO. C122243
MAP NO. 12E33CA00100
FILE 1

PERMANENT RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT

PARCELS OF LAND LOCATED IN THE SW AND NW ONE-QUARTERS OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, AND BEING A PORTION OF THAT PROPERTY CONVEYED TO OVERLOOK POINTE, LLC PER DEED DOCUMENT NO. 2013-048782, CLACKAMAS COUNTY DEED RECORDS, SAID PARCELS LYING ALONG SE 90TH AVENUE, WHICH CENTERLINE IS DESCRIBED AS FOLLOWS:

EXISTING CENTERLINE DESCRIPTION FOR A PORTION OF SE 90TH AVENUE

A ROADWAY COMMONLY KNOWN AS SE 90TH AVENUE, LOCATED BETWEEN SE CAUSEY AVENUE AND SE MONTEREY AVENUE IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF SE 90TH AVENUE (10+00) AND SE MONTEREY AVENUE (20+75.61), (CENTERLINE STATIONING OF SE MONTEREY AVENUE PER SURVEY NO. 2009-077, CLACKAMAS COUNTY SURVEY RECORDS); THENCE ALONG THE CENTERLINE OF SAID SE 90TH AVENUE, NORTH 01°46'27" EAST, 61.79 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "A"; THENCE CONTINUING ALONG SAID CENTERLINE OF SAID SE 90TH AVENUE, NORTH 01°46'27" EAST, 52.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 19°43'56" (THE CHORD BEARS NORTH 08°5'31" WEST, 119.94 FEET) AN ARC DISTANCE OF 120.54 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 1000.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 17°49'36" (THE CHORD BEARS NORTH 09°02'41" WEST, 309.88 FEET) AN ARC DISTANCE OF 311.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°07'53" WEST, 204.77 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "B"; THENCE CONTINUING NORTH 00°07'53" WEST, 334.26 FEET TO INTERSECTION OF SAID SE 90TH AVENUE AND SE CAUSEY AVENUE AND THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION.

SE 90TH AVENUE
NOVEMBER 5, 2019

PROJECT NO. C122243
MAP NO. 12E33CA00100
FILE 1

PARCEL – 1 PERMANENT RIGHT-OF-WAY EASEMENT

COMMENCING AT AFOREMENTIONED POINT "A"; THENCE SOUTH 88°13'33" EAST, 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SE 90TH AVENUE (BEING 25.0 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO), ALSO BEING THE **POINT OF BEGINNING**;
THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 88°13'33" EAST, 3.00 FEET;
THENCE SOUTH 01°46'27" WEST, 5.15 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 91°54'51" (THE CHORD BEARS SOUTH 44°10'58" EAST, 28.75 FEET) AN ARC DISTANCE OF 32.08 FEET TO A POINT OF CUSP, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SE MONTEREY AVENUE (BEING 35.0 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°51'36" WEST, 20.69 FEET TO A POINT OF NON-TANGENT CURVATURE AND SAID EASTERLY RIGHT-OF-WAY LINE;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 31°42'38" (THE CHORD BEARS NORTH 14°04'51" WEST, 10.93 FEET) AN ARC DISTANCE OF 11.07 FEET;
THENCE NORTH 01°46'27" EAST, 15.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 160 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

PARCEL – 2 PERMANENT RIGHT-OF-WAY EASEMENT

COMMENCING AT AFOREMENTIONED POINT "B"; THENCE NORTH 89°52'07" EAST, 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SE 90TH AVENUE (BEING 25.00 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO), ALSO BEING THE **POINT OF BEGINNING**;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°07'53" WEST, 284.00 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 41°24'35" (THE CHORD BEARS NORTH 20°34'25" EAST, 14.14 FEET) AN ARC DISTANCE OF 14.45 FEET TO A POINT OF NON-TANGENCY;
THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 00°07'53" EAST, 297.22 FEET;
THENCE SOUTH 89°52'07" WEST, 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 1,465 SQUARE FEET OR 0.034 ACRES, MORE OR LESS.

SE 90TH AVENUE
NOVEMBER 5, 2019

PROJECT NO. CI22243
MAP NO. 12E33CA00100
FILE 1

PARCEL – 3 TEMPORARY CONSTRUCTION EASEMENT

COMMENCING AT AFOREMENTIONED POINT "A"; THENCE SOUTH 88°13'33" EAST, 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SE 90TH AVENUE (BEING 25.0 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO), ALSO BEING THE **POINT OF BEGINNING**;
THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 88°13'33" EAST, 3.00 FEET;
THENCE NORTH 01°46'27" EAST, 52.71 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 378.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 19°43'56" (THE CHORD BEARS NORTH 8°05'31" WEST, 129.54 FEET) AN ARC DISTANCE OF 130.18 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A 972.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 17°49'36" (THE CHORD BEARS NORTH 9°02'41" WEST, 301.20 FEET) AN ARC DISTANCE OF 302.42 FEET TO A POINT OF TANGENCY;
THENCE NORTH 00°07'53" WEST, 204.77 FEET;
THENCE SOUTH 89°52'07" WEST, 3.00 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 00°07'53" EAST, 204.77 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 17°49'36" (THE CHORD BEARS SOUTH 9°02'41" EAST, 302.13 FEET) AN ARC DISTANCE OF 303.36 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 19°43'56" (THE CHORD BEARS SOUTH 8°05'31" EAST, 128.51 FEET) AN ARC DISTANCE OF 129.15 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 01°46'27" WEST, 52.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 2,070 SQUARE FEET OR 0.048 ACRES, MORE OR LESS.

THE ATTACHED EXHIBIT "B" ENTITLED "PERMANENT R/W AND TEMPORARY CONSTRUCTION EASEMENT" IS MADE A PART HEREOF.

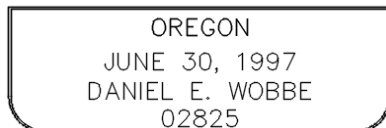
SE 90TH AVENUE
NOVEMBER 5, 2019

PROJECT NO. CI22243
MAP NO. 12E33CA00100
FILE 1

BASIS OF BEARINGS:

GEODETIC DATUM: NORTH AMERICAN DATUM OF 1983 (2011)
SYSTEM: OREGON COORDINATE REFERENCE SYSTEM (ORCS)
ZONE: PORTLAND
PROJECTION: LAMBERT CONFORMAL CONIC PROJECTION

LATITUDE OF GRID ORIGIN: 45°30'00" N
LONGITUDE OF GRID ORIGIN: 122°45'00" W
FALSE NORTHING: 50,000.00 m
FALSE EASTING: 100,000.00 m
SCALE FACTOR: 1.000002 (EXACT)



RENEWS 06/30/20

EXHIBIT "A"

SE 90TH AVENUE
NOVEMBER 5, 2019

PROJECT NO. C122243
MAP NO. 12E33CA00300 AND 12E33CA00400
FILES 4 AND 5

PERMANENT RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT

PARCELS OF LAND LOCATED IN THE SW AND NW ONE-QUARTERS OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, AND BEING A PORTION OF THAT PROPERTY CONVEYED TO BIG REFLECTIONS OR, LLC PER DEED DOCUMENT NO. 2013-081570, CLACKAMAS COUNTY DEED RECORDS, SAID PARCELS LYING ALONG SE 90TH AVENUE, WHICH CENTERLINE IS DESCRIBED AS FOLLOWS:

EXISTING CENTERLINE DESCRIPTION FOR A PORTION OF SE 90TH AVENUE

A ROADWAY COMMONLY KNOWN AS SE 90TH AVENUE, LOCATED BETWEEN SE CAUSEY AVENUE AND SE MONTEREY AVENUE IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF SE 90TH AVENUE (10+00) AND SE MONTEREY AVENUE (20+75.61), (CENTERLINE STATIONING OF SE MONTEREY AVENUE PER SURVEY NO. 2009-077, CLACKAMAS COUNTY SURVEY RECORDS);
THENCE ALONG THE CENTERLINE OF SAID SE 90TH AVENUE, NORTH 01°46'27" EAST, 114.50 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 19°43'56" (THE CHORD BEARS NORTH 08°5'31" WEST, 119.94 FEET) AN ARC DISTANCE OF 120.54 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A 1000.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 17°49'36" (THE CHORD BEARS NORTH 09°02'41" WEST, 309.88 FEET) AN ARC DISTANCE OF 311.13 FEET TO A POINT OF TANGENCY;
THENCE NORTH 00°07'53" WEST, 84.72 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "A";
THENCE CONTINUING NORTH 00°07'53" WEST, 396.49 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "B";
THENCE CONTINUING NORTH 00°07'53" WEST, 57.81 FEET TO INTERSECTION OF SAID SE 90TH AVENUE AND SE CAUSEY AVENUE AND THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION.

SE 90TH AVENUE
NOVEMBER 5, 2019

PROJECT NO. CI22243
MAP NO. 12E33CA00300 AND 12E33CA00400
FILES 4 AND 5

PARCEL – 1 PERMANENT RIGHT-OF-WAY EASEMENT

COMMENCING AT AFOREMENTIONED POINT "A"; THENCE SOUTH 89°52'07" WEST, 25.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 90TH AVENUE (BEING 25.00 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO), ALSO BEING THE **POINT OF BEGINNING**;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89°52'07" WEST, 5.00 FEET;
THENCE SOUTH 00°07'53" EAST, 84.72 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 1030.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 11°44'38" (THE CHORD BEARS SOUTH 6°00'12" EAST, 210.75 FEET) AN ARC DISTANCE OF 211.12 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN SAID DEED DOCUMENT NO. 2013-081570;
THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°50'58" EAST, 5.11 FEET TO A POINT OF NON-TANGENT CURVATURE AND SAID WESTERLY RIGHT-OF-WAY LINE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF A 1025.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 11°48'07" (THE CHORD BEARS NORTH 6°01'56" WEST, 210.76 FEET) AN ARC DISTANCE OF 211.13 FEET;
THENCE NORTH 00°07'53" WEST, 84.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 1,479 SQUARE FEET OR 0.034 ACRES, MORE OR LESS.

SE 90TH AVENUE
NOVEMBER 5 2019

PROJECT NO. CI22243
MAP NO. 12E33CA00300 AND 12E33CA00400
FILES 4 AND 5

PARCEL – 2 PERMANENT RIGHT-OF-WAY EASEMENT

COMMENCING AT AFOREMENTIONED POINT "B"; THENCE SOUTH 89°52'07" WEST, 25.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 90TH AVENUE (BEING 25.0 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO), ALSO BEING THE **POINT OF BEGINNING**;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 00°07'53" WEST, 8.07 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 89°40'11" (THE CHORD BEARS NORTH 44°57'58" WEST, 28.20 FEET) AN ARC DISTANCE OF 31.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SE CAUSEY AVENUE (BEING 30.00 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO);
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°48'04" WEST, 9.82 FEET;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°11'56" WEST, 3.00 FEET;
THENCE SOUTH 89°48'04" EAST, 9.82 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 89°40'11" (THE CHORD BEARS SOUTH 44°57'58" EAST, 23.97 FEET) AN ARC DISTANCE OF 26.61 TO A POINT OF TANGENCY;
THENCE SOUTH 00°07'53" EAST, 8.07 FEET;
THENCE NORTH 89°52'07" EAST, 3.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 141 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

SE 90TH AVENUE
NOVEMBER 5, 2019

PROJECT NO. C122243
MAP NO. 12E33CA00300 AND 12E33CA00400
FILES 4 AND 5

PARCEL – 3 TEMPORARY CONSTRUCTION EASEMENT

COMMENCING AT AFOREMENTIONED POINT "A"; THENCE SOUTH 89°52'07" WEST, 25.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 90TH AVENUE (BEING 25.00 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO), ALSO BEING THE **POINT OF BEGINNING**;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89°52'07" WEST, 3.00 FEET;
THENCE NORTH 00°07'53" WEST, 396.49 FEET;
THENCE NORTH 89°52'07" EAST, 3.00 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°07'53" EAST, 396.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 1,189 SQUARE FEET OR 0.027 ACRES, MORE OR LESS.

THE ATTACHED EXHIBIT "B" ENTITLED "PERMANENT R/W AND TEMPORARY CONSTRUCTION EASEMENT" IS MADE A PART HEREOF.

BASIS OF BEARINGS:

GEODETIC DATUM: NORTH AMERICAN DATUM OF 1983 (2011)
SYSTEM: OREGON COORDINATE REFERENCE SYSTEM (ORCS)
ZONE: PORTLAND
PROJECTION: LAMBERT CONFORMAL CONIC PROJECTION

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LONGITUDE OF GRID ORIGIN: 122°45'00" W
FALSE NORTHING: 50,000.00 m
FALSE EASTING: 100,000.00 m
SCALE FACTOR: 1.000002 (EXACT)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JUNE 30, 1997
DANIEL E. WOBBE
02825

RENEWS 06/30/20

DRAFT

Approval of Previous Business Meeting Minutes:

October 10, 17, 24, 31, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, October 10, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Sonya Fischer, Vice Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader**

EXCUSED: Commissioner Jim Bernard. Chair

CALL TO ORDER

■ Roll Call

Chair Bernard is out of the office and Commissioner Fischer will serve as Chair for today's meeting.

■ Pledge of Allegiance

Chair Fischer announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing on the Proposed Amendment to the 2019-2020 Housing Authority of Clackamas County Annual Plan

Jill Smith, Housing Authority Director presented the staff report.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Chair Fischer opened the public hearing and asked if anyone would like to speak.

1. Arnold Roadacker, Lives at Hillside Manor – need better communication with the residents.
2. Anna Geller, Happy Valley – spoke in support of the HA policy change.

~Board Discussion~ including comments from Jill Smith.

Chair Fischer asked if anyone else would like to speak. Seeing none she closed the public hearing and announced there is no Board Action on this item today. This item will come back before this Board at the Oct. 17, 2019 regular scheduled Business meeting at 10 AM.

II. HOUSING AUTHORITY CONSENT AGENDA

Chair Fischer asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Fischer: Aye – the Ayes have it, the motion carries 5-0.

1. Approval of a Contract between the Housing Authority and Do Good Multnomah to Provide Supportive Services for Families Living in Clayton Mohr Commons
2. Approval to execute a contract between the Housing Authority and Portland Real Estate Solutions, LLC dba Portland Construction Solutions for the Modernization of a Public Housing Unit

Chair Fischer announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

III. CITIZEN COMMUNICATION

www.clackamas.us/meetings/bcc/business

1. Ron and Cheryl Fullerton, Aurora – spoke against short term rentals – their neighbors have an AirB&B and there have been disruptive issues.

~Board Discussion~

IV. BOARD OF HEALTH

BOARD OF HEALTH PRESENTATION

(Following are items of interest to the citizens of the County)

1. Turning the Tide on Opioid Epidemic: The Collective Clackamas Response
Dr. Sarah Present, Public Health and Rich Swift, H3S Director presented the staff report including a PowerPoint presentation.

~Board Discussion~

BOARD OF HEALTH PUBLIC COMMENT

www.clackamas.us/meetings/bcc/business

The following people shared their dealing with the Opioid epidemic:

1. Lee Eby, Clackamas County Jail Commander
2. Jenna Morrison, CCSO
3. Luke Strait, Milwaukie Police Dept.
4. Amy Jo Cook, Clackamas Fire District – Project Hope
5. Abigail Wells, NW Family Services
6. Steven Modesitt, Lake Oswego – shared his son Paul's story of an opioid addict.
7. Paul Modesitt thanked the Board for their work and the Bridges to Change program that saved his life.

~Board Discussion~

V. CONSENT AGENDA

Chair Fischer asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the consent agenda.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Fischer: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Revenue Agreement Amendment No. 2 with the State of Oregon, Department of Human Services for the Operation of the Supplemental Nutrition Assistance Program Employment & Training – *Children, Family & Community Connections*
2. Approval for an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission (CJC) to Continue Providing Adult Drug Court (ADC) Services – *Health Centers*

B. Elected Officials

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

C. Community Corrections

1. Approval of Intergovernmental Agreement No. 5834 and Biennial Plan with the State of Oregon, Department of Corrections to Provide Funding for Community Corrections Programs for the 2019-2021 Biennium

VI. COUNTY ADMINISTRATOR UPDATE

www.clackamas.us/meetings/bcc/business

VII. COMMISSIONERS COMMUNICATION

www.clackamas.us/meetings/bcc/business

MEETING ADJOURNED – 11:58 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. <https://www.clackamas.us/meetings/bcc/business>

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, October 17, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval of Resolution No. 1941: Approval of the Fiscal Year 2020 Annual Plan Amendment – *Housing Authority of Clackamas County*

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

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

1. Earthquake Preparedness and the Clackamas County Shake Out Drill
Jamie Poole and Nancy Bush from Disaster Management presented and introduced a video. At 10:17am the Board and staff participated in the Great Shake Out Earthquake Drill.
~Board Discussion~

III. CITIZEN COMMUNICATION None

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title only, then asked for a motion.

~Board Discussion~

MOTION:

Commissioner Savas: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of a Revenue Grant Amendment No.1 with the State of Oregon, Department of Education for Clackamas County Early Learning HUB Preschool Promise Capacity Building – *Children, Family & Community Connections*
2. Approval of Intra-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) operating funds – *Public Health*
3. Amendment to a Sub-recipient Agreement with Northwest Housing Alternatives and the Community Development Division for Tenant-Based Rental Assistance funding – *Community Development*
4. Approval of Agency Services Agreement No. 8345, Amendment No. 5 with Mt. Hood Home Care Services, LLC to provide Oregon Project Independence In-home care for Clackamas County Residents – *Social Services*

B. Department of Transportation & Development

1. Approval of a contract with the National Safety Council for the purposes of Safe Systems Approach to Rural Road to Zero
2. Approval of Intergovernmental Agreement between Clackamas County and the City of Oregon City Related to Plan Review, Permitting, and Inspection Services, Including Clarification of Inspection Roles During Times of Emergencies
3. Approval of a Contract with Murraysmith, Inc. for the Jennings Ave: OR99E to Oatfield Rd Project - *Procurement*
4. Approval of Personal Services Contract with David Evans and Associates, Inc., to provide Design Services for Canby Marquam Highway Bear Creek Bridge - *Procurement*

C. Finance Department

1. Approval of Amendment No. 3 to the Intergovernmental Agreement between Water Environment Services and Clackamas County for Facilities Management and Maintenance
2. Approval of Purchase of Annual Technical Support Services from Oracle America, Inc. – *Procurement*

D. Elected Officials

1. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the Oregon State Police for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
2. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of West Linn Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
3. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and Multnomah County Sheriff's Office for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
4. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Milwaukie Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
5. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Oregon City Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
6. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Gladstone Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
7. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Gresham Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*

E. Business & Community Services

1. Approval of Amendment No. 3 to an Intergovernmental Agreement with the City of Gladstone to Provide Library Director Services

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Contract between the North Clackamas Parks and Recreation District (NCPRD) and Enviser, Inc. for District Wide Mechanical and HVAC Services - *Procurement*

VI. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 3 to the Intergovernmental Agreement between Water Environment Services and Clackamas County for Facilities Management and Maintenance
2. Approval of a Service Connection Mortgage in the North Clackamas Service Area between Water Environment Services and Marina D. Healey Trustee of the Thomas E. Godfrey Living Trust

VII. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VIII. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJURNED 11:09AM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, October 24, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair
Commissioner Paul Savas – Excused at 11:19am
Commissioner Martha Schrader
Commissioner Sonya Fischer

EXCUSED: Commissioner Ken Humberston

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Reynolds: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Fischer: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Approval of Early Work Amendment No.1: Elevator Repair and Additional Preconstruction Phase Services for Hillside Manor Renovation

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Gerrik Latta, Boring – Spoke regarding Kelso Rd traffic concerns relating to a NW Natural Gas project and the impacts on residents.
2. Michael Hall, Milwaukie – Submitted letter from the Clackamas Climate Action Coalition, including an invite to a Climate event. Also spoke regarding the proposed Oak Grove-Lake Oswego pedestrian bridge.
3. Les Poole, Gladstone – Spoke on Initiative Petition 10 regarding voter approval for tolling roads in the state, where the money would go if a toll is enacted.

III. PUBLIC DISCUSSION ITEM

Department of Transportation & Development

1. **Resolution No. 2019-87** Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion and Anticipate Equitable Economic and Residential Growth for the Region

Dan Johnson, Director of Transportation & Development presented the staff report.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Commissioner Savas moved approval the Resolution Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion and Anticipate Equitable Economic and Residential Growth for the Region with an amendment that the word “full” is included on page 2 of the resolution under the first Therefore.

Chair Bernard said we should open this item up for discussion first before making a motion.

Chair Bernard opened the item for discussion and said there were a couple people signed up to speak.

<https://www.clackamas.us/meetings/bcc/business>

1. Ernie Platt, Clackamas – Representing North Clackamas Chamber spoke in support.
2. William Gifford, Oregon City – Spoke in support of the resolution, suggested the County seek out partners for funding.
3. Les Poole, Gladstone – Spoke in support of the proposed amendment and was supportive of the project overall because of its connectivity to the region.

~Board Discussion~

Commissioner Schrader seconded Commissioner Savas’s motion with the amendment. Administrator Schmidt clarified how the resolution would read with Commissioner Savas’s amendment.

Commissioner Fischer moved to make an amendment to the amended motion stating that under the first Therefore on page 2 of the resolution it should say “to obtain funding from a variety of sources. Chair Bernard seconded Commissioner Fischer’s amendment to the amended motion.

~Board Discussion~

Commissioner Savas said the he did not accept Commissioner Fischer’s amendment.

County Counsel clarified that Commissioner Savas would have to accept the amendment to his amendment for the motion. Commissioner Savas declined to accept the amendment to the proposed amended motion.

County Counsel clarified that the vote would be on Commissioner Savas’s original amendment to the proposed motion. County Counsel restated the motion as described below.

MOTION

Commissioner Savas: Moved approval the Resolution Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion and Anticipate Equitable Economic and Residential Growth for the Region with an amendment that the word “full” is included on page 2 of the resolution under the first Therefore.

Commissioner Schrader Second

~Board Discussion~

all those in favor/opposed:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: No.

Chair Bernard: No – The motion fails 2-2.

~Board Discussion~

MOTION:

Commissioner Fischer: I move we support the resolution as written

Chair Bernard: Second.

~Board Discussion~

all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Savas: Aye. With reservations.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.
~Board Discussion~
<https://www.clackamas.us/meetings/bcc/business>

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title only, then asked for a motion.
~Board Discussion~

MOTION:

Commissioner Schrader: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. **Resolution No. 2019-88** Approving the Clackamas County Social Services Division's Title VI Civil Rights Plan for Transportation Programs – *Social Services*
2. Approval of a Local Grant Agreement with Todos Juntos to Provide Kindergarten Readiness Partnership & Innovation Services – *Children, Family & Community Connections*
3. Approval of a Local Grant Agreement with Immigrant & Refugee Community Organization for Kindergarten Readiness Partnership & Innovation Services – *Children Family & Community Connections*
4. Approval of a Local Grant Agreement with Metropolitan Family Services, Inc. to Provide Kindergarten Readiness Partnership & Innovation Services - *Children Family & Community Connections*
5. Approval of Amendment No. 3 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. Approval of a Contract with Nutter Corporation for the SE Capps Road Cul-de-Sac Construction - *Procurement*
2. Authorization to Purchase Quantity 15 Dodge Chargers for the Clackamas County Sheriff's Office - *Procurement*

C. Finance Department

1. Approval of Personal Services Contract with DePaul Industries to Provide Security Services for Justice Court, Juvenile and Circuit Court
2. **Resolution No. 2019-89** Approval for a Clackamas County Supplemental Budget (Less 10%) for Fiscal Year 2019-2020

3. **Resolution No. 2019-90** Approval for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2019-2010
4. **Resolution No. 2019-91** Approval for Clackamas County for Transfer of Appropriations for Fiscal Year 2019-2020

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. **Resolution No. 2019-92** for a Boundary Change for the Area Formerly Known as the City of Damascus for the Administration of the Ad Valorem Property Tax System – *Assessor's Office*

E. Business & Community Services

1. Approval of a Loan Agreement with the State of Oregon Business Development Department to Support the Clackamas County Land Bank Authority

F. Technology Services

1. Approval to Purchase ExaGrid Back-up Data Storage and Annual Support and Maintenance from CDW-G - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED 11:28AM

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. <https://www.clackamas.us/meetings/bcc/business>

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, October 31, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair
Commissioner Ken Humberston
Commissioner Sonya Fischer
Commissioner Martha Schrader

EXCUSED: Commissioner Paul Savas

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard invited County Clerk, Sherry Hall up to give a brief update on the November 5, 2019 Election.

I. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Charles Ormsby, Portland – Importance of ADA Requirements.
2. Arlene Kantor, Lake Oswego – Representing the American Cancer Society – spoke in support of a tobacco retail license.
3. Les Poole, Gladstone – spoke about Damascus and the Transportation crisis and the Metro measure.

~Board Discussion~

II. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title only, then asked for a motion.

~Board Discussion~

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of a Grant Agreement with The Father's Heart Street Ministry for Warming Center Services - *Social Services*
2. Approval of an Intergovernmental Agreement with Oregon Trail School District to Provide Preschool Promise Program Services - *Children Family & Community Connections*
3. Approval of Amendment No.4 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for the Financing of Public Health Services, Administered by the Local Public Health Authority for Clackamas County – *Public Health*

B. Elected Officials

1. Approval of Intergovernmental Grant Agreement with the State of Oregon Department of Justice for the Child Abuse Multi-Disciplinary Intervention Program – *District Attorney*

2. Request by the Clackamas County Sheriff's Office for Approval of an Amendment to the Corizon Health Medical Services Contract – *CCSO via Procurement*

C. Juvenile Department

1. Approval of Intergovernmental Agreement with City of Gladstone for Youth Work Crews for the Project Payback Program
2. Approval of Intergovernmental Agreement with City of West Linn for Youth Work Crews for the Project Payback Program
3. Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Youth Authority for Individualized Services
4. Approval of Intergovernmental Agreement with the City of Wilsonville for the Community Diversion Program Services

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Metro to Provide Work Crew Services for Fiscal Year 2019-2020

E. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation Related to the Collection and Distribution of Vehicle Registration Fees

III. DEVELOPMENT AGENCY

1. Approval of Personal Services Contract with Harper Houf Peterson Righellis, Inc., to Provide Design Services for Linwood Avenue Improvements Project - *Procurement*

IV. WATER ENVIRONMENT SERVICES

1. Approval of Purchase Order with Industrial Software Solutions-Wonderware, LLC to Provide Software, Support, and Upgrades for WES Treatment Plant and Pump Station Controls, Alarming and Data Acquisition - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 10:51 AM

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Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Clackamas Community College for 2019 – 20 GED Classes at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to inmates working toward their GED
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$23,000. Clackamas Community College will bill the Clackamas County Sheriff's Office for instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Duration	The Agreement spans the period June 24, 2019 through June 12, 2020.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	11/12/19
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, instructional hours for those working toward a GED will be offered at the Jail. This agreement is for the period June 24, 2019 through June 12, 2020. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff

"Working Together to Make a Difference"

2223 Kaen Road, Oregon City, OR 97045 • Tel 503-785-5000 • Fax 503-785-5190 • www.clackamas.us/sheriff

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT-GED COURSES

This agreement is entered into between **Clackamas County Sheriff's Office (CCSO)** and **Clackamas Community College (College)**. Herein referred to individually as "party" and collectively as "parties."

Whereas, both the College and the CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. Term; Termination. This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon sixty (30) days written notice. Upon termination College will bill CCSO for all instructional costs incurred prior to cancellation.
- B. Compensation. CCSO agrees to pay the College the sum of \$23,000. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period. College will invoice CCSO in writing for services delivered each term. College will bill CCSO in writing for GED2014 ® fees associated with individual testing needs during term of Agreement. Payment shall be due within thirty (30) days of receipt of invoice. Invoices not paid within 30 days will be subject to a \$15 service fee.

In addition, the College and the CCSO agree as follows:

The College will provide the following:

1. Provide GED courses time in the Clackamas County Jail four days per week each term, for four terms, which will total 304 hours of instructional hours during the term of the Agreement.
2. Recruit and hire qualified instructors to teach the classes.
3. Maintain a supervisory role for instructors and staff who shall at all times remain employee (s) of the College
4. Confirm with CCSO the Class schedule prior to the start of each College term.
5. Provide Worker's Compensation and General Liability insurance coverage for instructors. Certificates of Insurance shall be provided upon request.

CCSO will:

1. Provide appropriate classroom facilities for classes to be held.
2. Appoint a liaison to work with the College on implementing and coordinating the Services.
3. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes.
4. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.

General Provisions

- 1) No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
- 2) Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.
- 3) Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party’s officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
- 4) This contract constitutes the entire agreement between the College and CCSO on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College or CCSO unless in writing and signed by both parties.
- 5) The College is subject to Americans with Disabilities Act (ADA). CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- 6) During the performance of this agreement, College and CCSO shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.
- 7) Laws of Oregon; Public Contracts. The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement

The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

**COLLEGE
Authorized By**

CCSO

Signature:	Designated contact person name:	Signature:
Alissa Mahar VP OF College Services		Jim Bernard, Chair Clackamas County Board of Commissioners
Date:		Date:



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Clackamas Community College for 2019 – 20 GED Classes at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to inmates working toward their GED
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$23,000. Clackamas Community College will bill the Clackamas County Sheriff's Office for instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Duration	The Agreement spans the period June 24, 2019 through June 12, 2020.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	11/12/19
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, instructional hours for those working toward a GED will be offered at the Jail. This agreement is for the period June 24, 2019 through June 12, 2020. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff

"Working Together to Make a Difference"

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT-GED COURSES

This agreement is entered into between **Clackamas County Sheriff's Office (CCSO)** and **Clackamas Community College (College)**. Herein referred to individually as "party" and collectively as "parties."

Whereas, both the College and the CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. Term; Termination. This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon sixty (30) days written notice. Upon termination College will bill CCSO for all instructional costs incurred prior to cancellation.
- B. Compensation. CCSO agrees to pay the College the sum of \$23,000. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period. College will invoice CCSO in writing for services delivered each term. College will bill CCSO in writing for GED2014 ® fees associated with individual testing needs during term of Agreement. Payment shall be due within thirty (30) days of receipt of invoice. Invoices not paid within 30 days will be subject to a \$15 service fee.

In addition, the College and the CCSO agree as follows:

The College will provide the following:

- 1. Provide GED courses time in the Clackamas County Jail four days per week each term, for four terms, which will total 304 hours of instructional hours during the term of the Agreement.
- 2. Recruit and hire qualified instructors to teach the classes.
- 3. Maintain a supervisory role for instructors and staff who shall at all times remain employee (s) of the College
- 4. Confirm with CCSO the Class schedule prior to the start of each College term.
- 5. Provide Worker's Compensation and General Liability insurance coverage for instructors. Certificates of Insurance shall be provided upon request.

CCSO will:

- 1. Provide appropriate classroom facilities for classes to be held.
- 2. Appoint a liaison to work with the College on implementing and coordinating the Services.
- 3. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes.
- 4. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.

General Provisions

- 1) No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
- 2) Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.
- 3) Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party’s officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
- 4) This contract constitutes the entire agreement between the College and CCSO on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College or CCSO unless in writing and signed by both parties.
- 5) The College is subject to Americans with Disabilities Act (ADA). CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- 6) During the performance of this agreement, College and CCSO shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.
- 7) Laws of Oregon; Public Contracts. The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement

The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

**COLLEGE
Authorized By**

CCSO

Signature:	Designated contact person name:	Signature:
Alissa Mahar VP OF College Services		Jim Bernard, Chair Clackamas County Board of Commissioners
Date:		Date:



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement with Clackamas Community College for 2019 – 20 Parenting Classes for Inmates at the County Jail

Purpose/Outcome	Clackamas Community College will provide parenting classes at the Clackamas County Jail at the rate of \$100.
of Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$100. Clackamas Community College will bill the Clackamas County Sheriff's Office for teaching assistant instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Duration	The Agreement spans the period June 24, 2019 through June 12, 2020.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	11/12/19
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, parenting skills courses will be offered to inmates at the Clackamas County Jail. This agreement is for the period June 24, 2019 through June 12, 2020. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract Amendment with NaphCare Inc. for MAT Coordinator at the Clackamas County Jail

Purpose / Outcome	MAT Coordinator for the medical department in the Jail
Fiscal Impact	Amendment #3 to add \$472,208.94; total contract amount \$18,639,451.98
Funding Source	#COAP: Comprehensive Opioid Abuse Site Based Program Award# 2018-AR-BX-K023
Duration	Termination Date: June 30, 2023
Strategic Plan Alignment	Build trust through good government
Previous Board Action	Original contract approval December 6, 2018. 120618 IV C2
Counsel Approval	Approved as to form on November 7, 2019
Contact Person	Captain Lee Eby, CCSO Jail Division

Background:

In January of 2019 the Clackamas County Jail began initiating a Medical Assisted Treatment (MAT) program with the jail medical provider NaphCare to inmates incarcerated in the Jail. This program was initiated due to the increasing number of individuals incarcerated who have an opioid use disorder. Medication-assisted treatment is the use of medications in combination with counseling and behavioral therapies, which are effective in the treatment of opioid use disorders (OUD) and can help some people to sustain recovery. A COAP (Comprehensive Opioid Abuse Site Based Program) grant was awarded to Community Corrections through Department of Justice Bureau of Justice Assistance. These funds will be utilized to hire a MAT coordinator (Registered Nurse certification) to work inside the jail assisting with coordinating MAT treatment and housing in the community upon release. This position would help with placement for all affected by OUD needing housing/treatment exiting our jail. A MAT coordinator will also be able to assist with implementation and expansion of MAT for those in custody. Furthermore this position is one strategy to help develop diversions tactics that target incarcerated individuals eligible for early release to treatment, and individuals on probation re-entering the community.

"Working Together to Make a Difference"

This contract amendment was approved by County Counsel.

Recommendation:

Staff respectfully recommends the Board approve the contract amendment with NaphCare Inc.

Sincerely,

Craig Roberts
Sheriff

Placed on the _____ Agenda by the Procurement Division.

**AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH NAPHCARE, INC. FOR MEDICAL STAFFING
SERVICES (RFP 2018-33)
County Contract #2173**

This Amendment #3 is entered into between NaphCare, Inc. (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on December 6, 2018 (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
County has received grant funding for a Medication Assisted Treatment (MAT) program. The MAT program is designed to assist Inmates/Patients with recovery during their incarceration by coordinating an entry and release plan, provide advocacy, guidance, motivation and knowledge of substance use disorder treatment to inform and enhance MAT related services provided within the County Jail. Contractor agrees to amend its staffing matrix and incorporate one full-time-equivalent RN MAT Program Coordinator position as set forth in **Exhibit E**, attached hereto and hereby incorporated by reference herein. The grant will fund this position for the period between January 1, 2020 and September 30, 2021. Should the grant funding not be renewed after September 30, 2021, County reserves the right, in its sole administrative discretion, to terminate this RN MAT Program Coordinator position.

Contractor shall comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for the RN MAT Program Coordinator position, whether or not specifically referenced herein. Contractor further agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to provide the RN MAT Program Coordinator position including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
Funding for this one position between January 1, 2020 and September 30, 2021 totals **\$230,132.16**. Should the grant funding be renewed through the Contract expiration of June 30, 2023, the total for this position would be **\$472,208.94**. A Pricing Matrix is attached as **Exhibit F** and hereby incorporated by reference. The total Contract compensation shall not exceed \$18,639,451.98.

ORIGINAL CONTRACT	\$ 18,167,243.04
AMENDMENT #1	Add Data Use Agreement – H3S
AMENDMENT #2	Delete Date Use Agreement – H3S
AMENDMENT #3	\$ 472,208.94
TOTAL AMENDED CONTRACT	\$ 18,639,451.98

SIGNATURE PAGE FOLLOWS

**EXHIBIT E
CONTRACTOR STAFFING MATRIX**

Clackamas County, OR NaphCare Staffing									
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE
Position Title	Day Shift								
Health Services Administrator	8.000	8.000	8.000	8.000	8.000			40	1.000
Director of Nursing	8.000	8.000	8.000	8.000	8.000			40	1.000
Administrative Assistant	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Assistant/Medical Records Clerk	8.000	8.000	8.000	8.000	8.000			40	1.000
Registered Nurse	20.000	12.000	20.000	16.000	20.000	12.000	12.000	112	2.800
Registered Nurse – Kite	8.000	8.000	8.000	8.000	8.000			40	1.000
RN MAT Program Coordinator	8.000	8.000	8.000	8.000	8.000			40	1.000
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
NP/PA	8.000	8.000	6.000	8.000	8.000			38	0.950
Medical Director	4.000							4	0.100
Psych NP	8.000	8.000	8.000	8.000	8.000			40	1.000
Mental Health Professional	16.000	16.000	8.000	16.000	16.000	4.000	4.000	80	2.000
Dentist						5.000		5	0.125
Dental Assistant						5.000		5	0.125
RN-Residential Treatment & Counseling Center		4.000		4.000				8	0.200
	Night Shift								
Registered Nurse	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84	2.100
Licensed Practical Nurse	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168	4.200

Total FTEs 23.800

EXHIBIT F
CONTRACT COMPENSATION PRICING MATRIX FOR ADDITIONAL POSITION



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

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with Water Environment
Services for Youth Work Crews for the Project Payback Program**

Purpose/ Outcomes	Water Environment Services will provide opportunities for youth involved with the Juvenile Department to complete general labor, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	Water Environment Services will provide up to \$2,000 through June 30, 2021. There are no general fund dollars required.
Funding Source	Water Environment Services, Clackamas County Oregon
Duration	Effective through June 30, 2021.
Previous Board Action	None
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	10/15/19
Contact Person	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	N/A

BACKGROUND:

This first renewal of the Intergovernmental Agreement provides work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

Renewal No 2 to the 2015-IGA
Between the Clackamas County Juvenile Department
and Water Environment Services
(Formerly Clackamas County Service District No. 1)
For Community Service Work Crew Days

This Renewal No. 2, when signed by each party, as authorized by the original Interagency Agreement dated November 9, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

Extend the term of the 2015 Intergovernmental Agreement through June 30, 2021.

Effective immediately the "District" shall be known as Water Environment Services.

Effective immediately contact information should be amended as follows:

Payments should be mailed to:
Clackamas County Juvenile Department
Attn: Ed Jones, Administrative Services Manager
2121 Kaen Rd
Oregon City, OR 97045

The Liaison for the Juvenile Department will be:
Tanya Kramer (Tkramer@co.clackamas.or.us)

Water Environment Services

**Clackamas County, Oregon
Board of County Commissioners**

Jim Bernard
Chair

Jim Bernard
Chair

Date

Date

Jeffrey Munns 10/15/19

Approved by County Counsel

Recording Secretary



November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with the City of Happy Valley
for the Community Diversion Program Services**

Purpose/Outcomes	Clackamas County Juvenile Department will provide Community Diversion Program services (including referral services, Diversion services and centralized juvenile records depository services) for at-risk youth who live within the city limits of eleven (11) Cities as part of the Clackamas County Juvenile Crime Prevention Plan.
Dollar Amount and Fiscal Impact	City of Happy Valley , Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required.
Funding Source	City of Happy Valley
Duration	Effective through June 30, 2020
Previous Board Action	Signed by the Board on 6/7/18 Agenda Item F.2
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	Reviewed and approved by County Counsel on 5-6-19
Contact Person	Ed Jones, Administrative Services Mgr, 503-650-3169

BACKGROUND:

Community Diversion Program services provided by Clackamas County Juvenile Department to Happy Valley. The City of Happy Valley has agreed to contribute to help fund the community diversion services provided in their city.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Juvenile Department Director



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Service Level Agreement with
Hoodland Fire District No. 74 for the Lease of Dark Fiber

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with the Hoodland Fire District #74 for the lease of dark fiber.
Dollar Amount and Fiscal Impact	Hoodland Fire District #74 will pay a recurring lease fee of \$3,060.00 annually for the new connections.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget.
Duration	Effective upon signature by the board the SLA is a one year contract that automatically renews for an additional year if neither party requests a cancelation of service with a maximum term of 10 years.
Previous Board Action	Board has previously approved similar SLA's with Hoodland Fire District #74 in 2013.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is requesting a new SLA with the Hoodland Fire District #74 for the lease of dark fiber. The new fiber connections will allow the Hoodland Fire District #74 connectivity to Clackamas County applications that are vital to their daily operations.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber agreement with the Hoodland Fire District #74. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Hoodland Fire District #74

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Hoodland Fire District #74 (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for

installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule. This Agreement will not exceed ten (ten) years beyond the execution date.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR

INCONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services

121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Fire Chief
Hoodland Fire District #74
69634 East Highway 26
Welches, OR 97067
Tel: (503) 622-3256
Fax: (503) 622-3125

Finance Manager
Hoodland Fire District #74
69634 East Highway 26
Welches, OR 97067
Tel: (503) 622-3256
Fax: (503) 622-3125

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

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

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of

this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Hoodland Fire District #74
(Customer Name)

By (signature): 

Name (print): John A. Ingrao

Title: Fire Chief

Date: 11.5.19

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

A. The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

B. The County at its sole expense, and to the extent any underlying permits allow, may place equipment and equipment racks at Customers fire stations for both network monitoring and maintenance, or for third parties.

C. Customer, in consideration for allowing the space for the County's and third parties' equipment and equipment racks, shall pay a reduced monthly maintenance charge listed in Section 4. In addition, County shall share one half of any net revenue earned from third parties for use of space or equipment in Hoodland fire stations with Customer.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Station 253 87600 E Government Camp Loop Government Camp, OR 97028	Station 251 69634 E HWY 26 Welches, OR 97067	One Pair (two) dark fibers	\$255.00
	Station 251 69634 E HWY 26 Welches, OR 97067	Station 252 61388 E HWY 26 Sandy, OR 97055	One Pair (two) dark fibers	
	Station 252 61388 E HWY 26 Sandy, OR 97055	County Development Services Building 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Station 253 87600 E Government Camp Loop Government Camp, OR 97028	Station 251 69634 E HWY 26 Welches, OR 97067	Construction	\$0
	Station 251 69634 E HWY 26 Welches, OR 97067	Station 252 61388 E HWY 26 Sandy, OR 97055	Construction	
	Station 252 61388 E HWY 26 Sandy, OR 97055	County Development Services Building 150 Beaver Creek Rd Oregon City, OR 97045	Construction	

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Gregory L. Geist
Director

November 15, 2019

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of the Project Funding Agreement Between
Water Environment Services and Energy Trust of Oregon, Inc.
Related to WES Tri-Cities Resources Recovery Facility Funding Agreement**

Purpose/Outcomes	Approval of the Project Funding Agreement Between Water Environment Services and Energy Trust of Oregon, Inc. Related to WES Tri-Cities Resources Recovery Facility Funding Agreement
Dollar Amount and Fiscal Impact	With this Agreement, Energy Trust will provide WES an incentive of \$1.8 million to fund a portion of the \$5.7 million cogeneration project.
Funding Source	Grant provided by the Energy Trust of Oregon, Inc.
Duration	The Agreement will continue for twenty (20) years from the Commercial Operation Date
Previous Board Action/Review	May 3, 2018. Board approval to Apply for Grants with the Oregon Energy Trust & Portland General Electric for Renewable Energy Infrastructure Construction
Counsel Review	November 14, 2019.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1) This agreement will support our capital planning and management program initiative. By January 2021, WES will have completed the TC WRRF Solids Handling Improvements Project to support the expected 20-year growth horizon. 2) This agreement will support our resources recovery initiative. By June 30, 2030, WES will generate 50% of plant electrical needs from biogas. 3) This project supports the County Strategic Plan to build public trust through good government and building strong infrastructure.
Contact Person	Lynne Chicoine, WES Capital Program Manager (503) 742-4559
Contract No.	3056

BACKGROUND:

The Tri-City Water Resource Recovery Facility (WRRF) is a water resource recovery facility owned and operated by Water Environment Services ("WES"). The facility operates a 30+ year-old 250 kW rich-burn cogeneration system, which is at the end of its useful life.

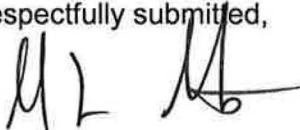
As part of the Tri-City Solids Handling Improvements (TCSHI) project, WES will install and operate a new lean-burn cogeneration system with increased capacity to use methane generated in the anaerobic digesters to create power and heat for use at the facility. The \$5.7 million cogeneration system will include gas treatment and storage and an engine with a nameplate capacity of 600 kW and estimated to generate an average of 4,324 MWh per year. This combined heat and power facility will offset about 50% of the electricity needed to operate the Tri-City plant and provide heat for the digestion process and space heat for the solids processing area, the Administration Building and the Laboratory. The TCSHI project is under construction and the co-generation system will be completed in early 2021.

The Energy Trust of Oregon (ETO) is a non-profit corporation created to invest "public purpose funding" and has determined that funding a portion of the above market costs of the cogeneration portion of the TCSHI Project is consistent with their statutory purposes. With this Agreement, ETO will provide WES an incentive of \$1.8 million to be paid partially upon commencement of commercial operation and partially at a later date based on actual generation. WES will provide to PGE Renewable Energy Certificates (RECs) in an amount equivalent to 39,780 RECs or 46% of the project's expected generation over 20 years.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the (full title of the document to be approved).

Respectfully submitted,



Greg Geist
Director, Water Environment Services

Attachments:

Project Funding Agreement

Executed By

Energy Trust of Oregon, Inc.

And

Water Environment Services

Contract No: 3056

This Project Funding Agreement ("Agreement") is executed by Energy Trust of Oregon, Inc., an Oregon not-for-profit corporation ("Energy Trust"), and Water Environment Services ("WES"), an intergovernmental entity formed pursuant to ORS Chapter 190. Energy Trust and WES are organized under the laws of the State of Oregon. Energy Trust and WES may also be referred to individually as "Party" and together as "Parties."

RECITALS:

WHEREAS,

1. WES proposes to install a 600 kilowatt ("kW") capacity cogeneration engine at the existing Tri-City Water Pollution Control Facility, resulting in an average of 4,324 Megawatt hours ("MWhs") of generation annually (the "Project"). **Exhibit A** provides a detailed description of the Project. Renewable electricity generated by the Project would be net-metered and reduce the amount of electricity purchased from Portland General Electric ("PGE") that is necessary to operate the facility. Project construction is expected to begin in 2019, with commissioning and testing to start in in fall 2020, and Commercial Operation (as defined herein) no later than September 30, 2021;
2. Energy Trust, a non-profit corporation created to invest "public purpose funding" in, amongst other things, the above market costs of new renewable energy resources, has determined that funding a portion of the above market costs of the Project is consistent with Energy Trust's statutory purposes;
3. With this Agreement, Energy Trust will provide WES an incentive of \$1,800,000 to be paid partially at Commercial Operation and partially at a later date based on actual generation; and
4. WES will provide to PGE Renewable Energy Certificates ("RECs," as defined herein) in an amount equivalent to 39,780 RECs or 46% of the project's expected generation over 20 years.

NOW THEREFORE, the Parties enter into the following Agreement.

AGREEMENT

1. TERM OF AGREEMENT

This Agreement is effective as of November 15, 2019 ("Effective Date") and will continue for twenty (20) years from the Commercial Operation Date (the "Term"), unless the Parties agree in writing to extend the Term or unless this Agreement is terminated earlier pursuant to the terms and conditions of **Section 5** below.

2. DEFINITIONS

Capitalized terms in this Agreement not defined elsewhere in this Agreement shall have the meanings below.

- A.** "Commercial Operation Date" shall mean the date identified by Energy Trust in a written communication to WES delivered to WES upon satisfaction that each of the following events have occurred:

 - 1) Energy Trust has received notice and supporting documentation that the Project has commenced commercial operation in accordance with the terms of a net metering agreement with PGE; and
 - 2) Energy Trust has verified when the Project commenced commercial operation in accordance with **Section 3.B**. In no case, unless the parties agree otherwise in writing or the delay is caused by an act of force majeure as contemplated in **Section 15(H)** below, may the Commercial Operation Date be later than September 30, 2020.

- B.** "Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information of Energy Trust includes: any information which has been entrusted to Energy Trust by third parties, which WES knows or should know is confidential; and all non-public information about Energy Trust, the PUC, PacifiCorp, and Portland General Electric, their business activities and plans, and their business relationships.

- C.** "Renewable Energy Certificate" means a qualifying 1 (MWh) renewable energy certificate issued through the Western Regional Energy Generation Information System ("WREGIS") and meeting the requirements for compliance with the Oregon Renewable Portfolio Standard as established in ORS 469(A).

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

A. Ownership and Installation

- 1) WES will own and be responsible for the installation of the Project.
- 2) WES is responsible for all contractors, including all subcontractors, project financing (except as provided hereunder) and any and all items relating to the building, operations and maintaining of the Project's equipment and systems.
- 3) WES will obtain and maintain all government approvals, permits, and licenses, and enter into all other agreements necessary to construct, operate and maintain the Project. Upon Energy Trust's written request, WES will provide Energy Trust with copies of such approvals and agreements, including any amendments thereto.

B. Inspection and Warranties

- 1) WES will obtain and provide Energy Trust with a copy of any local or state notices indicating that the Project passed all relevant inspections and requirements.
- 2) WES will cooperate with Energy Trust and its representatives to grant access to the Project to perform any required inspection contemplated under the terms of this Agreement, including an inspection to determine the Commercial Operation Date. Energy Trust's inspections shall not be deemed a code inspection, and no warranty is implied.

C. Operation and Maintenance

- 1) WES will install, own, operate and maintain the Project in good working order during the Term, such that it is capable of generating on average approximately 4,324 MWhs annually.
- 2) If WES removes the Project from service for a period of time greater than one year or moves the Project from its original installation site without the prior written consent of Energy Trust, then WES will be subject to the repayment requirements set forth in **Section 6**, below.
- 3) WES will not sell or otherwise transfer ownership of the Project during the Term without Energy Trust's prior written consent; Energy Trust will not unreasonably withhold or delay such consent. If WES

sells the Project without the prior written consent of Energy Trust, then WES will be subject to the repayment requirements of **Section 6**, below.

D. Renewable Energy Certificates

- 1) WES will fully cooperate with Energy Trust to transfer 39,780 RECs during the Term (“Energy Trust EA Amount”) to PGE, pursuant to documentation in form and substance reasonably acceptable to PGE and Energy Trust. This amount is approximately 46% of the RECS that the Parties anticipate the project will create during the Term. Unless prohibited by the Oregon Public Utility Commission, Energy Trust will be responsible for all costs associated with registering, transferring, or otherwise perfecting Energy Trust’s rights to the RECs generated by the Project with WREGIS.
- 2) WES will either (1) assign WREGIS Project registration rights to PGE, or (2) within WREGIS, transfer to PGE the Energy Trust EA Amount, or (3) cooperate fully with Energy Trust to otherwise perfect Energy Trust’s rights to the Energy Trust EA amount. WES’ obligation to assign registration rights, transfer the Energy Trust EA amount, or otherwise perfect Energy Trust’s rights to the Energy Trust EA Amount resulting from the Project in accordance with this **Section D**, shall end after PGE has received the Energy Trust EA Amount.
- 3) WES shall transfer the Energy Trust EA Amount in increments and on an annual basis reasonably acceptable to the Parties throughout the Term until the full Energy Trust EA Amount is transferred. WES shall affect such transfer annually, not later than February 28th of each year until the full Energy Trust EA Amount is transferred, the number of RECs created for the period of the prior calendar year within WREGIS to and for the account of PGE. In the event the WREGIS registration rights to the Project are assigned to PGE, WES shall provide Energy Trust with a copy of the executed agreement for such assignment. In the event that the transfer of RECs occurs in accordance with this **Section D**, such transfer shall be reported by WES to Energy Trust in a form, reasonably acceptable to Energy Trust, including but not limited to WREGIS electronic mail or WREGIS Inter-Account Transfer Reports, on an annual basis and not later than February 28th of each year until the full Energy Trust EA Amount is transferred.
- 4) Deliveries or transfers of RECs under this Agreement do not constitute sales or deliveries of physical power or the power deemed to be generated or displaced by the Project. Until the entire Energy Trust EA Amount has been transferred in accordance with this Section, WES will not assert any claim that the Project is receiving or using the

associated attributes of the RECs transferred in accordance with this Section on behalf of Energy Trust, but WES may assert the claim that it is facilitating the production of such attributes and the sale of RECs therefrom. In such cases, WES will make clear reference to the fact that the Project was made possible with funding from Energy Trust.

E. Taxes

The Energy Trust and WES are engaged as separate and distinct Parties and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder only for their separate entities.

F. Access and Reporting

- 1) WES will permit reasonable access to the Project for inspection by Energy Trust during regular business hours and following three (3) days advance notice and cooperate with the efforts of Energy Trust staff or contractors in Project evaluations during the Term, unless more expedited access is reasonably requested by Energy Trust.
- 2) WES hereby authorizes Energy Trust to access the energy usage data for all electric utility accounts associated with the Project.
- 3) Upon reasonable Energy Trust request, WES will provide Energy Trust, or its contractors, access to any other data relevant to the monitoring of the Project.

G. Marketing and Media

- 1) In all public and private communications referencing WES, Energy Trust shall refer to WES as follows: "Water Environment Services" and the Project as "the Tri-City Water Resource Recovery Solids Handling Improvements Project." Likewise, in all public and private communications referencing Energy Trust, WES shall refer to Energy Trust as the "Energy Trust of Oregon."
- 2) Energy Trust shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of WES, except with prior specific written authorization from WES. Energy Trust shall not issue any news release or public announcement pertaining to this Agreement or the project without prior written approval of WES, which may be withheld by WES' sole discretion. A minimum notice of three business is required for a response to a request for such approval. If approval is not issued within the three business day period, the request shall be deemed denied.

- 3) WES and Energy Trust will work cooperatively to support promotion of the Project including press releases, press events, case studies, web identification, and other opportunities to highlight and promote the success of the Project.

H. Compliance With Applicable Law

In connection with its activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

4. TERMS OF PAYMENT

Payment Schedule and Conditions to Payment

Energy Trust will pay an incentive of not more than \$1,800,000 to WES for the Project in installments as described in, and in accordance with the requirements of, this **Section 4** (the "Incentive").

- A.** Upon Energy Trust's determination, in its reasonable discretion, that the Commercial Operation Date has been established, and upon receipt by Energy Trust of (i) a properly itemized invoice that contains a complete summary of equipment, construction and installation costs, (ii) a completed *IRS Form W9* on behalf of WES, and (iii) receipt by Energy Trust of all copies of executed agreements regarding the Project interconnection and net metering, Energy Trust will make a payment to WES of the first installment of the Incentive for the Project in the amount of \$1,000,000 (the "First Incentive Installment").
- B.** After a one-year period following the Commercial Operation date during the Term in which (i) the Project generates at least 3,000 MWh, and (ii) the County submits a properly itemized invoice to Energy Trust that contains verification of the Project's generation for the one-year period, Energy Trust will make an additional Incentive payment to the County of \$800,000.
- C.** Energy Trust will pay the Incentive installment payments as described above not later than 30 days after all required conditions to payment as set out in this section, have been satisfied. Energy Trust will remit payment to:

Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045

5. EARLY TERMINATION AND SURVIVAL

- A. This Agreement may be terminated for cause by Energy Trust upon thirty (30) days written notice delivered to WES if WES:
- 1) fails to make sufficient progress as to endanger complete and timely performance of the responsibilities set forth in this Agreement, subject to events of force majeure as contemplated in **Section 15(H)** below;
 - 2) does not achieve the Commercial Operation Date by March 31, 2020, subject to events of force majeure as contemplated in **Section 15(H)** below;
 - 3) breaches any provision of this Agreement and has not cured such breach within thirty (30) days following receipt of written notice thereof from Energy Trust, or;
 - 4) becomes insolvent or bankrupt.
- B. Upon sixty (60) days advance written notice, Energy Trust may also terminate this Agreement in the event that the agreement between Energy Trust and the PUC ("PUC Grant Agreement") is terminated. In the event that this Agreement is terminated in accordance with this **Section 5.B.**, then Energy Trust shall remit, not later than the effective date of the termination of this Agreement under this section, the balance of total unpaid payments as committed to under this Agreement.
- C. **Sections 7, 9, 10, 11, 13** of this Agreement, and any other obligations or duties that by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement.

6. REPAYMENT FOR UNDERGENERATION, SHUTDOWN OR TERMINATION

After Energy Trust pays the Second Incentive Installment to WES under **Section 4** above, if (i) the Project does not generate 3,500 MWhs each year for two consecutive years during the Term, (ii) the Project is sold, assigned or transferred to any entity without Energy Trust's prior consent, or (iii) Project is repossessed, shutdown or does not otherwise produce electricity for one calendar year, then Energy Trust may, in its sole discretion, require that WES repay within 30 days following receipt of notice from Energy Trust of a repayment obligation under this **Section 6** (in the form of a cashier's check payable to Energy Trust) a portion of the Incentive to Energy Trust, calculated as follows:

Incentive amount paid to WES *multiplied by* the fraction of: [20 *minus* the number of anniversaries of the Commercial Operation Date] *divided by* 20.

7. DAMAGES

If WES fails to make repayment as set forth in **Section 6** above, then WES will pay to Energy Trust damages in an amount equal to (a) the total amount of the Incentive paid to WES at the time of Energy Trust's determination, in its sole determination, that WES has failed to make repayment as set forth in **Section 6 above**, and (b) reasonable, actual costs, incurred by Energy Trust in enforcing the requirement.

8. RELATIONSHIP OF WES TO ENERGY TRUST

WES and any person or entity performing services on WES' behalf, including but not limited to WES' employees, agents, affiliates, subsidiaries, and subcontractors (collectively, "WES Personnel") are and will be either independent contractors of WES or WES' employees, and are not employees or agents of Energy Trust. Neither WES nor WES Personnel are entitled to participate in any benefit program provided by Energy Trust to its employees. This Agreement is not intended to form a partnership or joint venture between the Parties.

WES will be solely responsible for payment of compensation to WES Personnel, and will withhold from and pay to the appropriate authorities all taxes, contributions, fees, interest, or penalties imposed or required under any federal, state or local income, excise, or employment tax laws with respect to WES' performance of this Agreement, regardless of whether the services are performed personally or through WES Personnel.

9. CONFLICT OF INTEREST DISCLOSURE

WES has disclosed all direct or indirect, actual or potential conflicts of interest it may have with Energy Trust on the attached **Exhibit B**. WES agrees to promptly to inform Energy Trust in writing of any conflicts of interest, or perceived or potential conflicts of interest, with Energy Trust which become apparent during the term of this Agreement. A "direct or indirect conflict" is defined as any situation in which an employee of WES, or a family member of an employee of WES, is employed by Energy Trust or PUC, or has or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of the Energy Trust, whether because of a proposed contract or transaction to which the Energy Trust may be a Party or may be interested or is under consideration, or whether such conflict is purely conceptual, because of similarity of business interests or affairs.

10. CONFIDENTIALITY AND RELEASE OF PROPRIETARY INFORMATION

All information submitted by Energy Trust to WES in connection with this Agreement shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which Energy Trust requests exemption from disclosure consistent with federal or Oregon law. Any portion that the Energy Trust claims constitutes a “trade secret” or is “confidential” must meet the requirements of ORS 192.501, 192.502, 646.461 or other state or federal law. Documents with Copyright must be clearly marked as containing Confidential Information.

Upon expiration or termination of this Agreement for any reason, WES will, within a reasonable time and in compliance with all public records laws, return or destroy, at Energy Trust’s option, all of Energy Trust’s Confidential Information, in any form whatsoever, in WES’ possession or control.

11. INDEMNITY and LIMITATION OF LIABILITY

Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, WES will indemnify and defend Energy Trust and its directors, officers, employees, agents, representatives, and affiliates (the “Indemnified Parties”) due to negligent acts of WES or WES Personnel, and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation reasonable interest, penalties, any and all reasonable expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all reasonable amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly.

Energy Trust will indemnify and defend WES and its elected officials, directors, officers, employees, agents, and representatives (the “Indemnified Parties”) due to negligent acts of Energy Trust or Energy Trust Personnel, and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation reasonable interest, penalties, any and all reasonable expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all reasonable amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly.

Except with respect to any payments for indemnification as described by the foregoing, the Parties’ liability to each other in connection with this Agreement shall be limited to the maximum incentive amount to be paid by Energy Trust pursuant to Section 4. In no event will either Party be liable to the other for any other damages, whether characterized as general, special direct, indirect,

punitive, consequential, or otherwise, unless arising as a result of a grossly negligent or willful act of that Party.

12. INSURANCE

- A.** Energy Trust requires that WES maintain the following minimum types and amounts of insurance: (a) adequate commercial general liability insurance with respect to the Project, (b) adequate workers' compensation insurance with respect to the work to be performed hereunder, and (c) adequate property insurance. The WES' Project Contractor is responsible for maintaining a builder's risk policy providing coverage for the Project work. WES, shall ensure that WES and its Project Contractor maintain insurance coverage in such types and amounts as are reasonable and adequate for the installation, operation, and maintenance of the Project throughout the Term.
- B.** WES represents and warrants that it participates in Clackamas County's risk management pool and through this risk management pool has Worker's Compensation insurance in compliance with statutory requirements as required by Energy Trust. All employees of WES are contracted from the County and the County is responsible for any workers' compensation risk. The County is partially self-insured for workers' compensation and carries coverage in excess of \$1,000,000 with an outside insurer for workers' compensation claims, WES further represents and warrants that (i) through its risk management program, WES maintains excess insurance beyond these retentions for commercial general liability and property loss; and (ii) WES has the financial resources and excess liability insurance to fulfill its obligations arising out of its performance of this Agreement.
- C.** WES shall ensure that the Project Contractor's builders risk insurance coverage shall be primary in the event of a loss until the Project is complete. Thereafter, WES' insurance coverage will be primary in the event of loss. WES shall not cancel or make any material change in its ability to meet its liabilities assumed under this Agreement without ten (10) days advance notice to Energy Trust.

13. RIGHTS TO INTELLECTUAL PROPERTY

Energy Trust has a strong interest in developing an understanding of operation and financial performance of the Project over time and the lessons learned. Energy Trust also has, as a part of its general mission, an interest in the ability to apply any insight gained from this information to later projects and for the public good. In order to facilitate these goals of Energy Trust, WES hereby grants to Energy Trust a worldwide, non-exclusive, perpetual, irrevocable, fully-paid and royalty free license to reproduce, distribute copies of, create derivative works of, display work product related to lessons learned and information derived from the

Project, provided however, this license does not cover any information reasonably deemed confidential by WES.

14. SELF DIRECTION

If WES uses 8,760,000 kWh (one average megawatt) or more in electricity in a year, then WES may be eligible to "self-direct" the portion of the public purpose charge that Energy Trust receives. This means that any Energy Trust incentive payment(s) provided to WES under this Agreement will be subject to self-direction policy (*Eligibility of Self-Direct Businesses for Energy Trust Incentives*). Specifically:

- A. WES shall not apply for or receive any renewable self-direction credits for the Project; and
- B. WES shall not use any renewable self-direction credits against WES electric utility account(s) public purpose charge for a minimum of 36 months from Commercial Operation.
- C. If WES begins self-directing the renewable portion of its public purpose charge during such 36-month period, then WES must provide Energy Trust with not less than 60 days' advance notice, and (ii) WES shall promptly repay (in the form of a cashiers' check payable to Energy Trust of Oregon, Inc.) a pro-rated amount of the incentive funding up to a maximum of 50% of the incentive amount WES received from Energy Trust, determined by the following formula:

0.5 times A times B, where A is total amount of incentives paid; and B is the fraction [36 minus the number of months elapsed since the Commercial Operation Date], *divided by 36*.

15. GENERAL PROVISIONS

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement will be assigned by any Party without thirty (30) days written consent of the other Party, except that Energy Trust may assign its rights under this Agreement to a third party when requested to do so by the PUC under the PUC Grant Agreement. Should consent be required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, this Agreement will be binding on, and will inure to the benefit of, the Parties and their respective successors and permitted assigns.
- B. Severability. Should any provision of this Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

- C. Counterparts. This Agreement may be executed in one or more counterparts, whether by facsimile or .pdf electronic mail transmission, all of which taken together will constitute one and the same agreement.
- D. Integration and Amendment. This Agreement supersedes all other agreements between the Parties and contains their entire understanding as to its subject matter. No amendment to this Agreement will be effective unless it is in writing and duly executed by authorized representatives of the Parties. This Agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the Parties or by any usage of trade.
- E. Headings. The headings in this Agreement are for reference only and shall not affect the meaning, construction or interpretation of this Agreement.
- F. Exhibits. The Exhibits listed in the table of contents are incorporated into this Agreement by reference. Exhibits may only be revised upon the agreement of all the Parties. The body of this Agreement shall prevail over the Exhibits to this Agreement in the event of a conflict.
- G. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with this Agreement.
- H. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, terrorism, acts of public enemy, war, flooding, earthquake or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.
- I. Non-Waiver. The failure or refusal of either Party to enjoin any breach or violation of any provision of this Agreement will not be a waiver of, consent to, or excuse for any other, different or subsequent breach or violation of the same or any other provision. Failure of Energy Trust to exercise its option to require repayment under **Section 6** at any particular time or in any particular instance is not a waiver of Energy Trust's right to exercise its option to require repayment at another time or in another instance.
- J. Governing Law and Venue. This Agreement will be interpreted and enforced according to the laws of the state of Oregon and any proceeding to enforce this Agreement or enjoin its breach is to be brought against any of the Parties in Multnomah County Circuit Court of the State of Oregon and each of the Parties consents to the jurisdiction of such court (and of

the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

- K. Attorney Fees and Costs. In the event that any Party initiates proceedings to enforce this Agreement or enjoin its breach, the Parties will be responsible for their own attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.
- L. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.
- M. Incorporation of Recitals. The Recitals, as provided above, are hereby incorporated into this Agreement.

16. NOTICES

Notices required by this Agreement must be in writing and will be deemed effective upon receipt, if delivered in person, or three days after being sent to the other Party by U.S. Certified Mail, return receipt requested, or when a confirmation of successful transmission is generated by the transmitting machine if sent by electronic mail, to the person and addresses or numbers listed below or to such other persons and addresses or numbers as may be designated by a Party through written notice to the other Party.

If to Energy Trust:

Energy Trust of Oregon, Inc.
421 SW Oak St., Suite 300
Portland, Oregon 97204

Attn: Contracts Manager

Phone: 503-445-7606

Email: Tara.Crookshank@energytrust.org

Copy to:

General Counsel
Energy Trust of Oregon, Inc.
421 SW Oak St., Suite 300
Portland, Oregon 97204
503-493-8888
legal@energytrust.org

If to the County:

Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045

Phone: 503-742-4564

Attn: Doug Waugh
dougwau@clackamas.us

Copy to:

Office of County Counsel
Clackamas County
2051 Kaen Rd, 2nd Floor
Oregon City, Oregon 97045
Attn: Amanda Keller

Each of the individuals signing below represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and is hereby legally bound under the terms of this Agreement.

EXECUTED IN DUPLICATE effective as of the Effective Date.

ENERGY TRUST:
ENERGY TRUST OF OREGON, INC.

WATER ENVIRONMENT SERVICES:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date _____

Exhibit A

Project Description

The Tri-City Water Resource Recovery Facility is a water resource recovery facility owned and operated by Water Environment Services (“WES”), an intergovernmental entity in Clackamas County. The municipally-owned plant processes an average of 12 million gallons of waste water per day and is located near the confluence of the Clackamas and Willamette Rivers in the City of Oregon City. The facility operated a 30+ year-old 250 kW rich-burn cogeneration system, which is at the end of its useful life. WES proposes to install and operate a new lean-burn cogeneration system with increased capacity to use biogas as renewable fuel that is otherwise flared.

The \$5.7 million cogeneration project would have a nameplate capacity of 600 kW and estimated to generate an average of 4,324 MWh per year (0.49 aMW). The biopower system is sized to accommodate increases in biogas volume as the community grows. This combined heat and power project would offset about 50% of the electricity needed to operate the plant, which is in Portland General Electric’s service territory.

Exhibit B

None

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Renewal 2 to an Intergovernmental Agreement between the Clackamas County
Juvenile Department and Water Environment Services

Purpose/Outcome	Approval of Renewal 2 to an IGA between the Clackamas County, by and through its Juvenile Department, and Water Environment Services (WES)
Dollar Amount and Fiscal Impact	This Renewal extends the Agreement for \$2,000 annually for 2 more years. The first renewal took the total authorized amount to \$8,000. This second renewal will take the total authorized amount under the IGA to \$12,000.
Funding Source	WES Surface Water Operating Fund from approved FY 19/20 budget. No County General Funds.
Duration	IGA Renewal will be in effect after both parties sign and will terminate on June 30, 2021.
Previous Board Action/Review	None
Strategic Plan Alignment	Supports the following key result for Watershed Protection: <i>50% of WES' streams are healthy.</i> Supports the following goal for the County's Performance Clackamas goals: <i>Honor, utilize, promote and invest in our natural resources.</i>
Counsel Review	This IGA Amendment was reviewed and approved by County Counsel on 10/15/19
Contact Person	Ron Wierenga, WES Environmental Services Manager (503) 742-4581
Contract No.	N/A

BACKGROUND: This IGA Renewal will allow youth offenders to continue to work on service projects that benefit WES's service districts.

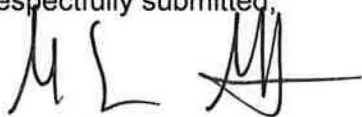
The Clackamas County, by and through its Juvenile Department, runs the Project Payback program, which entails youth offenders, generally ages 14 to 18, doing community service work. The aim of the program is to take a restorative justice approach where the projects are part of the community and the kids are tied to the community. They seek meaningful experiences for the youth.

Water Environment Services has partnered with the Project Payback youth crews on planting projects and maintenance work over the past four years. WES requests approval of this IGA amendment to extend it for two more years and continue working with the youth crews on planting, maintenance and lighter construction projects.

This is the second 2-year renewal allowed under the original IGA.

RECOMMENDATION: WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the IGA Amendment between Water Environment Services and Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'G. Geist', written over a horizontal line.

Greg Geist, Director
Water Environment Services

Renewal No 2 to the 2015-IGA
Between the Clackamas County Juvenile Department
and Water Environment Services
(Formerly Clackamas County Service District No. 1)
For Community Service Work Crew Days

This Renewal No. 2, when signed by each party, as authorized by the original Interagency Agreement dated November 9, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

Extend the term of the 2015 Intergovernmental Agreement through June 30, 2021.

Effective immediately the "District" shall be known as Water Environment Services.

Effective immediately contact information should be amended as follows:

Payments should be mailed to:
Clackamas County Juvenile Department
Attn: Ed Jones, Administrative Services Manager
2121 Kaen Rd
Oregon City, OR 97045

The Liaison for the Juvenile Department will be:
Tanya Kramer (Tkramer@co.clackamas.or.us)

Water Environment Services

**Clackamas County, Oregon
Board of County Commissioners**

Jim Bernard
Chair

Jim Bernard
Chair

Date

Date

Jeffrey Munns 10/15/19

Approved by County Counsel

Recording Secretary



Gregory L. Geist
Director

November 27, 2019

Board of County Commissioners
Clackamas County
As the Governing Body of
Water Environment Services

Members of the Board:

**Approval of Amendment #2 to the IGA between Portland State University
And Water Environment Services**

Purpose/Outcomes	Extends the timeline for the Oregon Consensus conversation from December 31, 2019 to July 1, 2020.
Dollar Amount and Fiscal Impact	No cost. Does not increase compensation or billing rate, just the term.
Funding Source	WES operating fund. No County general funds or property taxes are implicated by this agreement.
Duration	July 1, 2020 if adopted.
Previous Board Action/Review	Original agreement approved May 1, 2018 and amended May 14, 2019.
Strategic Plan Alignment	1. Build public trust through good government: Supports the resolution of questions from city partners regarding WES governance
Contact Person	Chris Storey, WES Assistant Director 503 742 4543

BACKGROUND:

Water Environment Services ("WES") has supported Oregon Consensus in facilitating a conversation regarding the governance of the regional wastewater and surface water system. This process began in the fall of 2018 with survey work pursuant to an intergovernmental agreement ("IGA") entered into on May 1, 2018.

After deliberation regarding the survey report, the interested parties requested a continued conversation about governance and continued engagement with Oregon Consensus. Amendment #1 to the IGA was adopted on May 14, 2019. This authorized Oregon Consensus to facilitate and support the governance conversation. It was anticipated and discussed that WES would pay half the cost of the IGA, and various city partners would contribute the remainder.

Due to scheduling conflicts, the monthly Oregon Consensus-facilitated Wastewater Infrastructure Governance Collaborative Process ("WIGCP") did not begin until August 2019. PSU/Oregon Consensus has requested an extension of the term of the IGA to ensure that it allows for the work to be completed in January if necessary.

Therefore, WES and Portland State University desire to amend the Agreement pursuant to the proposed Amendment #2, herein attached, to allow for the extension of the IGA's term from December 31, 2019 to July 1, 2020. No additional consideration is required or requested.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Approval of agreement as submitted.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Chris Storey', with a long horizontal flourish extending to the right.

Chris Storey, Assistant Director
Water Environment Services

**AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
PORTLAND STATE UNIVERSITY AND
WATER ENVIRONMENT SERVICES
PSU Contract #550066**

This Amendment #2, when signed by Portland State University (“PSU”) and Water Environment Services (“WES”) will become part of the intergovernmental agreement documents, superseding the original to the applicable extent indicated, and effective March 28, 2019 and amended on May 14, 2019.

WHEREAS, PSU and WES entered into that certain intergovernmental agreement relating to the engagement of Oregon Consensus effective May 1, 2018 (“Agreement”) to provide Phase I interviews and report regarding the possibility of facilitating a conversation regarding regional wastewater governance and service; and

WHEREAS, PSU and WES amended the Agreement on May 14, 2019 pursuant to this Amendment to allow for the next phase of work to take place at the request of WES and other interested parties, and increase the compensation accordingly;

WHEREAS, scheduling conflicts amongst the parties resulted in a delay in the performance of the work and the parties hereby desire to extend the term of the Agreement to allow for the completion of all tasks contemplated in the Agreement Exhibit A, Scope of Work.

NOW, THEREFORE, PSU and WES hereby agree that the Agreement is amended as follows:

SECTION I Term is amended to extend the expiration date to July 1, 2020.

Except as set forth herein, PSU and WES ratify the remainder of the Amendment #2 and affirm that no other changes are made hereby.

PORTLAND STATE UNIVERSITY:

WATER ENVIRONMENT SERVICES:

Authorized Signor

Authorized Signor

Date

Date



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Cascade Environmental Group, LLC for the
Carli Creek Site Maintenance and Mitigation Monitoring

Purpose/Outcome	Approval of a contract between Water Environment Services and Cascade Environmental Group, LLC for Carli Creek Site Maintenance and Mitigation Monitoring.
Dollar Amount and Fiscal Impact	\$319,581 for a period of approximately 5 years.
Funding Source	WES Surface Water Operating Fund from approved FY 19/20 budget. No County General Funds.
Duration	Contract will be in effect after both parties sign and will terminate on June 30, 2025.
Previous Board Action/Review	The Board previously approved the construction of the Carli Creek Enhancement and Water Quality Facility.
Strategic Plan Alignment	Supports the following WES strategic result: 30% of streams within WES' jurisdiction meet or exceed water quality standards. Supports the following County strategic goal: Honor, utilize, promote and invest in our natural resources.
Counsel Review	November 12, 2019
Contact Person	Ron Wierenga, WES Environmental Services Manager, 503-742-4581
Contract No.	1635

BACKGROUND:

Water Environment Services (WES) recently completed construction of the 15-acre Carli Creek Enhancement and Water Quality Facility and recommends hiring a contractor to provide the ongoing site maintenance and monitoring to meet wetland permit requirements as well as to keep the site functioning to meet its goals. Maintenance activities will include irrigation, maintaining and replacing vegetation as needed, and providing ongoing invasive species removal/management. Monitoring activities are also part of the ongoing maintenance activities.

WES and the Clackamas County Development Agency (CCDA) obtained wetland permits from Oregon Department of State Lands and the U.S. Army Corps of Engineers. (WES partnered with CCDA to allow wetlands on the site to meet wetland mitigation needs of the CCDA.) As a result, the Carli Creek Project has post-construction monitoring and reporting requirements for these permits.

The first few years after construction are critical in establishing a native plant community, with the eventual goal of reaching a "free-to-grow" state where only minimal annual maintenance is needed. Early removal of weeds is crucial to avoid invasives from out-competing the natives. The wetland permits contain specific criteria for plant establishment, including criteria for allowable percentage of weeds, required diversity of native plants, and a required percent cover of trees and shrubs. These criteria must be met to be released from the permit.

The wetland permits also require monitoring and reporting on the site's progress; reports are due to the permitting agencies every December for five years, or until the criteria are met. Monitoring includes a botanical analysis of the plant communities, an analysis of the hydrology on site, and photographic monitoring. The final report must also contain a wetland delineation showing the extent of new wetland areas that have been established in year 5. A set of highly technical skills are needed to carry out these tasks.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on June 13, 2019. Proposals were opened on August 6, 2019. The County received five (5) Proposals: Native Ecosystems Northwest, LLC, PAC Green Landscape, Green Banks, LLC, Cascade Environmental Group, LLC, and LKE Corporation. An Evaluation committee was assembled consisting of District staff. After evaluations of the proposals, Cascade Environmental Group, LLC was determined to be the highest evaluated proposer. Upon Contract award, the final statement of work was negotiated and finalized.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and Cascade Environmental Group, LLC for the Carli Creek Site Maintenance and Mitigation Monitoring.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ Agenda by the Purchasing Division

Placed on the BCC Agenda _____ by Procurement.



GOODS AND SERVICES CONTRACT Contract #1635

This Goods and Services Contract (this “Contract”) is entered into between **Cascade Environmental Group LLC** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”) for the purposes of providing **Carli Creek Site Maintenance and Mitigation Monitoring**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2024**. 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. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2019-47 Carli Creek Site Maintenance and Mitigation Monitoring issued June 13, 2019, Addendum #1 issued July 15, 2019, and Addendum #2 issued July 25, 2019 attached and hereby incorporated by reference as Exhibit “A.” 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”, the Contractor’s Proposal and revised scope attached and hereby incorporated by reference as Exhibit “B”, and the Fee Schedule attached and hereby incorporated by reference as Exhibit “C”. Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Gail Shaloum.

III. COMPENSATION

1. **PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The total compensation authorized under this Contract shall not exceed **three hundred nineteen thousand five hundred eighty-one dollars (\$319,581.00)**.
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the District’s Representative at: 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email at gshaloum@clackamas.us.

IV. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor

which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

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

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor 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 Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their 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 Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an 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.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 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 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.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees as additional insureds. If Contractor'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 agents, officers, 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.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor 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.

E. 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 Contractor'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 it's retroactive date is on or before the effective date of this Contract.

F. 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 Contractor 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.

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

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(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 Contract in accordance with its terms. 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.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when

executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

A. Performance Warranty. Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.

B. Service Warranty. Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

18. 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.

19. TAX COMPLIANCE CERTIFICATION. 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 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: (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 District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District's 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 District 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.

20. TERMINATION. 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 Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, 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 Contractor 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) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from 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 Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor'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 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor 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, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor 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.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor 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 Contractor's reasonable control. Contractor 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.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the 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 Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a

Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Cascade Environmental Group LLC

Water Environment Services

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

Telephone Number

717764-97

Oregon Business Registry #

Approved as to Form:

DLLC/Oregon

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A
RFP #2019-47
Carli Creek Site Maintenance and Mitigation Monitoring
Issued July 13, 2019

Addendum #1
Issued July 15, 2019

Addendum #2
Issued July 25, 2019

EXHIBIT B
CONTRACTOR'S PROPOSAL

**EXHIBIT C
FEE SCHEDULE**