



Commissioners encourage public to attend public meeting digitally.

BOARD OF COUNTY COMMISSIONERS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

# AGENDA \*Revised

Added Discussion item III.2

## Thursday, June 11, 2020 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-37

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

### **\*\*\*COVID-19 Update**

1. Approval of an Addendum No 3 to Resolution No. 2020-14 Declaring a Local State of Emergency Regarding the COVID-19 (Stephen Madkour, County Counsel)

### **I. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**

*(No public testimony on this item)*

1. Adoption of an Ordinance ZDO-278 Related to a Previously Approved Comprehensive Plan Amendment: 6.42-Acre Expansion of Sandy Urban Growth Boundary (Nate Boderman, County Counsel) *Previously heard and approved 6-3-2020*

**II. 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 an Ordinance Amending County Code Chapter 2.15, County Internal Auditor (Jodi Cochran, Chief Audit Executive) - *2<sup>nd</sup> reading scheduled for 6-25-2020*

### **CLACKAMAS COUNTY EXTENSION & 4-H SERVICE DISTRICT**

2. Resolution No. \_\_\_\_\_ for a Clackamas County Extension & 4-H Service District Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2019-2020 (Elizabeth Comfort, Finance Director)

**III. BOARD DISCUSSION ITEMS** *(The following items will be individually discussed by the Board only, followed by Board action.)*

### **WATER ENVIRONMENT SERVICES (WES)**

1. Approval of the Regional Wastewater System Cooperative Intergovernmental Agreement (Chris Storey, WES)

### **\*Board of County Commissioners**

2. Resolution No. \_\_\_\_\_ Denouncing Racism, Condemning Violence, and Countering Systemic Discrimination (BCC)

**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 Professional Services Agreement with Oregon Community Health Information Network, Inc., (OCHIN) for Billing Services for the Clackamas Health Centers - *Health Centers*
2. Approval of an Amendment to the Intergovernmental Agreement with the City of Sandy for the SE Sandy ADA Improvements Project – *Community Development*
3. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
5. Approval of a Revenue Contract with Trillium Community Health Plan, Inc. – *Behavioral Health*
6. Approval to Apply for Continuum of Care Youth Homelessness Demonstration Program Funding for Prevention, Diversion and Access Services for Youth – *Children, Family & Community Connections*

**B. Finance Department**

1. Approval of a Resolution for a Clackamas County Supplemental Budget Less than 10% and Transfers for Fiscal Year 2019-2020
2. Approval of Public Improvement Contract with Cascade Industrial Services LLC, to Provide Exterior Masonry Cleaning and Sealing of Multiple Buildings - *Procurement*

**C. Elected Officials**

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

**D. Community Corrections**

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the City of Milwaukie to Provide Work Crew Services for Fiscal Year 2020-2021
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the City of Oregon City to Provide Work Crew Services for Fiscal Year 2020-2021
3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the City of Wilsonville to Provide Work Crew Services for Fiscal Year 2020-2021



4. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Metro to Provide Work Crew Services for Fiscal Year 2020-2021
5. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide Work Crew Services for Fiscal Year 2020-2021

**E. Business & Community Services**

1. Approval of an Allocation Certification Agreement with the Oregon State Marine Board for Maintenance Assistance Program (MAP) 2020-21 Funding – *County Parks*

**F. Technology Services**

1. Approve a Non-Disclosure Agreement between Clackamas Broadband eXchange and Verizon Business Network Services, Inc.

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

1. Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District and Cascade Heights Charter School

**V. WATER ENVIRONMENT SERVICES**

1. Agreement between Water Environment Services and Parametrix Inc., for the Three Creeks Floodplain Enhancement Project - *Procurement*

**VI. 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.)*

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

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

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

In the Matter of Declaring a Local  
State of Emergency and Declaring  
Emergency Measures



ADDENDUM No. 3 to  
RESOLUTION No. 2020 - 14  
*Page 1 of 1*

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2<sup>nd</sup> day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14.
2. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020 where the Board found that the conditions giving rise to the declaration of emergency remained in existence and it was necessary to extend the duration of the declaration of emergency until June 30, 2020.
3. A Second Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on April 9, 2020, where the Board imposed additional emergency measures.
4. By way of this Third Addendum, the Board of County Commissioners finds that the conditions giving rise to the declaration of emergency remain in existence and it is therefore necessary to extend the duration of the declaration of emergency until July 31, 2020.

**IT IS FURTHER ORDERED BY WAY OF THIS THIRD ADDENDUM that:**

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

All previously declared emergency measures (see attached) shall remain in effect for the duration of the declaration of emergency

DATED this 11<sup>th</sup> day of June 2020.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary

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

In the Matter of Declaring a Local  
State of Emergency and Declaring  
Emergency Measures



ADDENDUM No. 2 to  
RESOLUTION No. 2020-14  
*Page 1 of 2*

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2<sup>nd</sup> day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020.

The conditions giving rise to the declaration of emergency remain in existence and it is necessary to extend the duration of the declaration of emergency until June 30, 2020.

2. Upon this declaration of a state of emergency the Chair is empowered to order and enforce the additional emergency measures, to assume centralized control of and have authority over all departments and offices of the County. Approval from a majority of the Board of County Commissioners must be sought and obtained at the first available opportunity, or else the Chair's order will become invalid if such approval is not granted.

3. If circumstances prohibit the timely action of the Board of County Commissioners, the Code specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable).

4. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon.

**IT HAS BEEN ORDERED that:**

The following measures are found to be immediately necessary for the protection of life and/or property and were implemented by the Board of County Commissioners in Addendum No. 1:

1. A temporary moratorium on residential and commercial evictions for nonpayment of rent based on tenant's inability to pay rent due to loss of income attributed to COVID-19;
2. To commandeer or utilize private property as deemed necessary to respond to the emergency;
3. No place of lodging can discriminate against any customer seeking shelter who is in possession of a valid voucher whose payment is subsidized either by the County or a County contractor; and
4. Price gouging prohibited; the value of goods and services sold within Clackamas County may not exceed the prices ordinarily charged for comparable goods and services in the same market area at, or immediately before, the time of the declared emergency.

**IT IS FURTHER ORDERED BY WAY OF THIS SECOND ADDENDUM that:**

5. Notwithstanding any other provision of law, the Sheriff may release any adult in custody who is being held on a Misdemeanor or Class C Felony, as the Sheriff deems necessary to ensure the safety of staff or adults in custody;
6. Allow the Sheriff to revise the Clackamas County Jail's capacity management plan number under ORS 169.044 to allow for more "forced releases" to accommodate the new capacity as the jail's inmate population continues to dwindle and is revised;

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
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ADDENDUM No. 2 to  
RESOLUTION No. 2020-14  
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7. Pursuant to ORS 459.085, Chapter 10.03 of the Clackamas County Code, the County's Solid Waste Administrative Rules (II.1 & II.1.e), and the Board of County Commissioners' emergency authority, the Board directs Clackamas County's franchised garbage and recycling collectors serving both residential and commercial customers in unincorporated Clackamas County to (1) maintain collection service for any customer who fails to pay collection fees during the period covered by the emergency, and (2) suspend new or additional late fees for non-payment;
8. The Clackamas County Compliance Hearings Officer is hereby granted the jurisdiction and authority to enforce potential violations of any emergency measure declared by the Board of County Commissioners. For potential violations processed pursuant to this authority, the County may issue a citation directly in response to the alleged violation without the requirement to prepare a statement of facts. Compliance hearings may be scheduled as expeditiously as possible, but in no event shall a respondent be provided less than 48 hours' notice in advance of such hearing;
9. Locations used to house individuals placed for the provision of medical services including observation, isolation, quarantine, or recovery shall not be subject to the provision of ORS Chapter 90 and those individuals placed shall be considered guests or temporary occupants;
10. Any place of lodging located within Clackamas County that accepts customers seeking shelter who are in possession of a valid voucher whose payment is subsidized either by the County or a County contractor shall be deemed to be providing shelter under a temporary occupancy agreements under ORS 90.275 that would expire upon the lifting of the Declaration of Emergency;
11. The County Administrator and his designees are delegated specific authority to implement and enforce any emergency measures declared by the Board of County Commissioners; and
12. After the Board of County Commissioners declared this emergency, the Governor issued Executive Orders Numbered 20-11 and 20-13, which placed temporary moratoriums on residential and non-residential evictions due to nonpayment of rent. Recognizing that the Governor's Orders supersede this Board's emergency measure 1 set forth above, this Board repeals in its entirety emergency measure 1, which states "A temporary moratorium on residential and commercial evictions for nonpayment of rent based on tenant's inability to pay rent due to loss of income attributed to COVID-19."


Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

These additional measures shall remain in effect for the duration of the declaration of emergency

DATED this 9<sup>th</sup> day of April 2020.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Chair

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

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

In the Matter of Declaring a Local  
State of Emergency and Declaring  
Emergency Measures

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ADDENDUM No.1 to  
RESOLUTION No. 2020 - 14  
*Page 1 of 2*

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2<sup>nd</sup> day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14. The conditions giving rise to the declaration of emergency remain in existence and it is necessary to extend the duration of the declaration of emergency until June 30, 2020.

2. Upon this declaration of a state of emergency the Chair is empowered to order and enforce the additional emergency measures, to assume centralized control of and have authority over all departments and offices of the County. Approval from a majority of the Board of County Commissioners must be sought and obtained at the first available opportunity, or else the Chair's order will become invalid if such approval is not granted.

3. If circumstances prohibit the timely action of the Board of County Commissioners, the Code specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable).

4. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon.

**IT IS FURTHER ORDERED that:**

The following other measures are found to be immediately necessary for the protection of life and/or property:

1. A temporary moratorium on residential and commercial evictions for nonpayment of rent based on tenant's inability to pay rent due to loss of income attributed to COVID-19;

2. To commandeer or utilize private property as deemed necessary to respond to the emergency;

3. No place of lodging can discriminate against any customer seeking shelter who is in possession of a valid voucher whose payment is subsidized either by the County or a County contractor; and

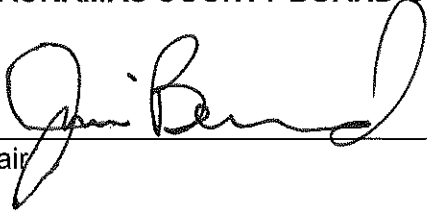
4. Price gouging prohibited; the value of goods and services sold within Clackamas County may not exceed the prices ordinarily charged for comparable goods and services in the same market area at, or immediately before, the time of the declared emergency.

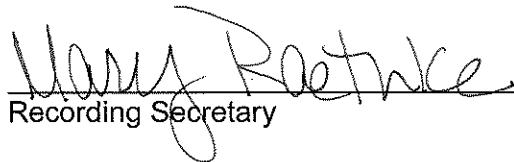
Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

These additional measures shall remain in effect for the duration of the declaration of emergency

DATED this 24<sup>th</sup> day of March 2020.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

  
Chair

  
Recording Secretary

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

In the Matter of Declaring a Local  
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Resolution No. 2020-14  
Page 1 of 3

WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, which provides for executive responsibility in times of emergency is placed with the Board of County Commissioners. If circumstances prohibit the timely action of the Board of County Commissioners, the Code specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable); and

WHEREAS, the following conditions have resulted in the need for a state of emergency:

Oregon announced its first presumptive case of Coronavirus (COVID-19) on February 28, 2020. The individual resides in Washington County and is employed at a school district in Clackamas County. As reported on March 10, 2020, there are now fourteen cases in Oregon and Clackamas County has impacts regarding some of those cases. The Oregon numbers are expected to continue to rise moving forward through the event.

WHEREAS, the following damage to life and property can be expected from the above conditions:

COVID-19 is an emerging disease and requires a great deal of resources at the local level for response in order to keep the public informed and safe as possible. Resources related to contact tracing, disease investigation, community information and funding are expected to be exhausted.

WHEREAS, the entire County is in a state of emergency.

WHEREAS, this declaration is in support of the COVID-19 public health response, this is not a public health emergency and the residents of Clackamas County are encouraged to follow standard hygiene protocols and stay at home when ill, otherwise go on with daily life; and

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, ORS 401.055 provides that upon request of Clackamas County, the Governor may declare a state of emergency by proclamation; and

WHEREAS, a preliminary assessment of property damage or loss, injuries or death is set forth hereinabove; and

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
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WHEREAS, all local resources have, or will likely be, expended, and there is need of the following additional resources from the State:

Assistance regarding consistent messages to the public, disease investigation, and scarce resources, such as N95 masks, gowns, and other personal protective equipment (PPE).

**NOW, THEREFORE, IT IS HEREBY ORDERED that**

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2<sup>nd</sup> day of March 2020, at 10:25 a.m., for the area described above. That declaration of emergency was scheduled to expire on March 16, 2020. The conditions giving rise to the declaration of emergency remain in existence and it is necessary to extend the duration of the declaration of emergency until June 30, 2020.
2. Upon this declaration of a state of emergency the Chair is empowered to assume centralized control of and have authority over all departments and offices of the County, and further the County Department of Emergency Management is empowered to carry out the appropriate functions and duties identified in County Code Chapter 6.03 during times of emergency and shall implement the Clackamas County Emergency Operations Plan.
3. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon. If this declaration is not ordered by a majority of the Clackamas County Board of Commissioners, it shall be taken before the Board at its next available meeting for ratification.
4. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

**IT IS FURTHER ORDERED that:**

5. Whenever a state of emergency has been declared to exist within unincorporated Clackamas County, or on the request of a municipality's governing body, the Board of County Commissioners is empowered to order and enforce the measures listed herein below. However, if circumstances prohibit the timely action of the Board of County Commissioners, the Chair of the Board may order emergency measures, provided that approval from a majority of the Board of County Commissioners is sought and obtained at the first available opportunity, or else the Chair's order will become invalid if such approval is not granted.

The following measures are necessary, or may become necessary as determined by Incident Command, for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
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         A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

  X   B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

         C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

         D. Evacuate persons from the area designated as an emergency area;

         E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

  X   F. Commit to mutual aid agreements;

  X   G. Redirect funds for emergency use;

  X   H. Order such other measures as are found to be immediately necessary for the protection of life and/or property.

6. Emergency measures invoked under 5(H), or that are not selected in section 5 above, may be recommended and implemented by Incident Command, provided however, that such measures shall first be taken before the Clackamas County Board of Commissioners for at its next available meeting.

7. The declaration of emergency issued on March 2, 2020, by Board Order 2020-09 is extended by this Board Order and shall now expire on June 30, 2020.

DATED this 12<sup>TH</sup> day of March, 2020.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**



Chair



Recording Secretary

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

In the Matter of Declaring a Local  
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ORDER No. 2020-09

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WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable); and

WHEREAS, the following conditions have resulted in the need for a state of emergency:

Oregon announced its first presumptive case of Coronavirus (COVID-19) on February 28, 2020. The individual resides in Washington County and is employed at a school district in Clackamas County.

WHEREAS, the following damage to life and property can be expected from the above conditions:

COVID-19 is an emerging disease and requires a great deal of resources at the local level for response in order to keep the public informed and safe as a possible. Resources related to contact tracing, disease investigation, community information and funding are expected to be exhausted.

WHEREAS, the entire County is in a state of emergency.

WHEREAS, this declaration is in support of the COVID-19 public health response, this is not a public health emergency and the residents of Clackamas County are encouraged to follow standard hygiene protocols and stay at home when ill, otherwise go on with daily life; and

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, ORS 401.055 provides that upon request of Clackamas County, the Governor may declare a state of emergency by proclamation; and

WHEREAS, a preliminary assessment of property damage or loss, injuries or death is set forth hereinabove; and

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

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WHEREAS, all local resources have, or will likely be, expended, and there is need of the following additional resources from the State:

Assistance regarding consistent messages to the public and disease investigation.

**NOW, THEREFORE, IT IS HEREBY ORDERED that**

1. Clackamas County formally declares a state of emergency for Clackamas County, effective on this 2<sup>nd</sup> day of March, 2020, at 10:05 <sup>AM</sup> for the area described above.
2. Upon this declaration of a state of emergency the undersigned official is empowered to assume centralized control of and have authority over all departments and offices of the County, and further the County Department of Emergency Management is empowered to carry out the appropriate functions and duties identified in County Code Chapter 6.03 during times of emergency and shall implement the Clackamas County Emergency Operations Plan.
3. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon. If this declaration is not ordered by a majority of the Clackamas County Board of Commissioners, it shall be taken before the Board at its next available meeting for ratification.
4. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

**IT IS FURTHER ORDERED that:**

5. The following measures are necessary, or may become necessary as determined by Incident Command, for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

\_\_\_\_\_ A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

\_\_\_\_\_ B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

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

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ORDER No. 2020-09  
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\_\_\_\_\_ C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

\_\_\_\_\_ D. Evacuate persons from the area designated as an emergency area;

\_\_\_\_\_ E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

F. Commit to mutual aid agreements;

G. Redirect funds for emergency use;

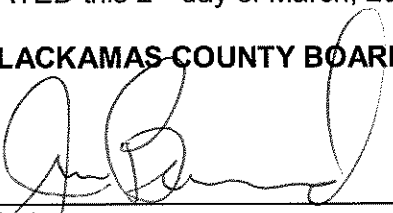
H. Order such other measures as are found to be immediately necessary for the protection of life and/or property. [Codified by Ord. 05-2000, 7/13/00]


6. Emergency measures invoked under 5(H), or that are not selected in section 5 above, may be implemented by Incident Command, provided however that such measures shall be taken before the Clackamas County Board of Commissioners at its next available meeting for ratification.

7. This declaration of emergency shall expire on March 16, 2020.

DATED this 2<sup>nd</sup> day of March, 2020

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Chair

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



OFFICE OF COUNTY COUNSEL

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

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
Assistants

June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Adoption of an Ordinance Related to a Previously Approved Comprehensive Plan  
Amendment ZDO-278: 6.42-Acre Expansion of Sandy Urban Growth Boundary**

<b>Purpose/Outcomes</b>	<i>Adopt an ordinance to amend the Clackamas County Comprehensive Plan</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>N/A</i>
<b>Funding Source</b>	<i>N/A</i>
<b>Duration</b>	<i>Indefinitely</i>
<b>Previous Board Action</b>	<i>Board of County Commissioners held a public hearing on June 3, 2020</i>
<b>Strategic Plan Alignment</b>	<i>1. Build public trust through good government.</i>
<b>Contact Person</b>	<i>Nate Boderman, Assistant County Counsel; 503-655-8364</i>
<b>Contract No.</b>	<i>N/A</i>

**BACKGROUND:**

ZDO-278, corresponding to Planning File No. Z0004-20-CP, is an amendment to the Clackamas County Comprehensive Plan to include within the City of Sandy Urban Growth Boundary approximately 4.37 acres of T2S R4E Section 23, Tax Lot 701 and approximately 2.05 acres of an adjacent section of Hwy 211, for a total of 6.42 contiguous acres, as shown on Pages 8-10 of the attached Findings of Fact.

The UGB expansion is necessary to provide: a planned Gunderson Road minor arterial connection between planned urban development and Hwy 211; a roughly 2.38-acre public park on the north side of Hwy 211 in an area adjacent to planned urban development; and associated stormwater facilities.

The Planning Commission held a public hearing on March 9, 2020 for the proposed amendment described above. The Planning Commission voted 5-0 to recommend to the Board that the amendment be approved with three conditions:

1. The City of Sandy (the “City”) urban growth boundary (UGB) shall be expanded to include only the approximately 6.42-acre area (the “expansion area”) identified in plans submitted on February 13, 2020, with all relevant maps of the Clackamas County Comprehensive Plan updated accordingly;
2. The expansion area shall only be used for the public facilities described in the application, including a section of Gunderson Road connecting to Highway 211, a roughly 2.38-acre public park, and associated stormwater facilities; and
3. In the development of the public facilities, the Barlow Road Historic Corridor shall be considered and impacts caused by the extension of Gunderson Rd and highway improvements, construction staging activities, and excavation for the stormwater facility shall be minimized. Visibly apparent portions of the Barlow Road (e.g., ruts) that may be in the park land area shall be preserved.

The Board of County Commissioners held a public hearing on May 6, 2020, which was continued to June 3, 2020, to consider the application and the recommendation from the Planning Commission and to accept public testimony. The Board voted 5-0 to approve ZDO-278 as recommended by staff and the Planning Commission. The Board then directed staff to draft an ordinance, along with findings supporting the Board’s oral decision in the matter.

A copy of the relevant ordinance, with findings and conclusion to be adopted by the Board, have been provided with this report. The conditions listed above have been incorporated and would be adopted in the event the Board votes to approve the ordinance.

**RECOMMENDATION:**

Staff respectfully requests that the Board adopt the proposed ordinance and findings of fact.

Respectfully submitted,



Nate Boderman  
Assistant County Counsel

Attachments:

1. Proposed Ordinance
2. Findings of Fact

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

In the Matter of An Ordinance  
Amending the Clackamas  
County Comprehensive Plan

**Ordinance No. ZDO-278**



Order No. \_\_\_\_\_

*Page 1 of 3*

**Whereas**, Allied Homes & Development made an application in Planning File No. Z0004-20-CP for an amendment to the Clackamas County Comprehensive Plan expanding the City of Sandy's urban growth boundary (UGB) by 6.42 acres; and

**Whereas**, the proposed expansion area is comprised of approximately 4.37 acres of T2S R4E Section 23, Tax Lot 701 and approximately 2.05 acres of an adjacent section of Hwy 211, for a total of 6.42 contiguous acres, as described in the attached Findings of Fact; and

**Whereas**, the proposed expansion is needed to accommodate: a planned Gunderson Road minor arterial connection between planned urban development and Hwy 211; a roughly 2.38-acre public park on the north side of Hwy 211 in an area adjacent to planned urban development; and associated stormwater facilities; and

**Whereas**, approval of the application requires compliance with: Statewide Planning Goals; Oregon Administrative Rules (OAR) chapter 660, divisions 12 and 24; Clackamas County Comprehensive Plan Chapters 2, 4, and 11; and Zoning and Development Ordinance (ZDO) Sections 202 and 1307; and

**Whereas**, after a duly-noticed public hearing on March 9, 2020, the Clackamas County Planning Commission recommended approval of subject to three conditions; and

**Whereas**, the Board of County Commissioners held a duly-noticed public hearing on May 6, 2020, and continued the public hearing to June 3, 2020; and

**Whereas**, at the continued public hearing on June 3, 2020, the Board of County Commissioners received public testimony and took up deliberation on the recommendations before finding that the application complies with all relevant Statewide Planning Goals, OARs, Comprehensive Plan Chapters, and ZDO Sections and orally approving the application, subject to the Planning Commission's recommendations; now therefore:

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

In the Matter of An Ordinance  
Amending the Clackamas  
County Comprehensive Plan

**Ordinance No. ZDO-278**



Order No. \_\_\_\_\_

*Page 2 of 3*

Based on the evidence and testimony presented, of Commissioners of Clackamas County makes the following findings and reaches the following conclusions:

1. Allied Homes & Development requests approval for an amendment to the Clackamas County Comprehensive Plan expanding the City of Sandy's urban growth boundary (UGB) by 6.42 acres, as identified in Ordinance Exhibit A (map).
2. This Board adopts as its findings and conclusions the "Findings of Fact for ZDO 278" document attached hereto and incorporated herein as Ordinance Exhibit B, which finds the application to be in compliance with the applicable criteria.

The Board of Commissioners of Clackamas County ordains as follows:

- Section 1:** The requested Comprehensive Plan amendment is hereby APPROVED, subject to the following conditions of approval.
- Section 2:** The City of Sandy (the "City") urban growth boundary (UGB) shall be expanded to include only the approximately 6.42-acre area (the "expansion area") identified in plans submitted on February 13, 2020, and in the attached Findings of Fact, with all relevant maps of the Clackamas County Comprehensive Plan updated accordingly.
- Section 3:** The expansion area shall only be used for the public facilities described in the application, including a section of Gunderson Road connecting to Highway 211, a roughly 2.38-acre public park, and associated stormwater facilities.



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

In the Matter of An Ordinance  
Amending the Clackamas  
County Comprehensive Plan

**Ordinance No. ZDO-278**



Order No. \_\_\_\_\_

*Page 3 of 3*

**Section 4:** In the development of the public facilities, the Barlow Road Historic Corridor shall be considered and impacts caused by the extension of Gunderson Rd and highway improvements, construction staging activities, and excavation for the stormwater facility shall be minimized. Visibly apparent portions of the Barlow Road (e.g., ruts) that may be in the park land area shall be preserved.

ADOPTED this 11th day of June, 2020.

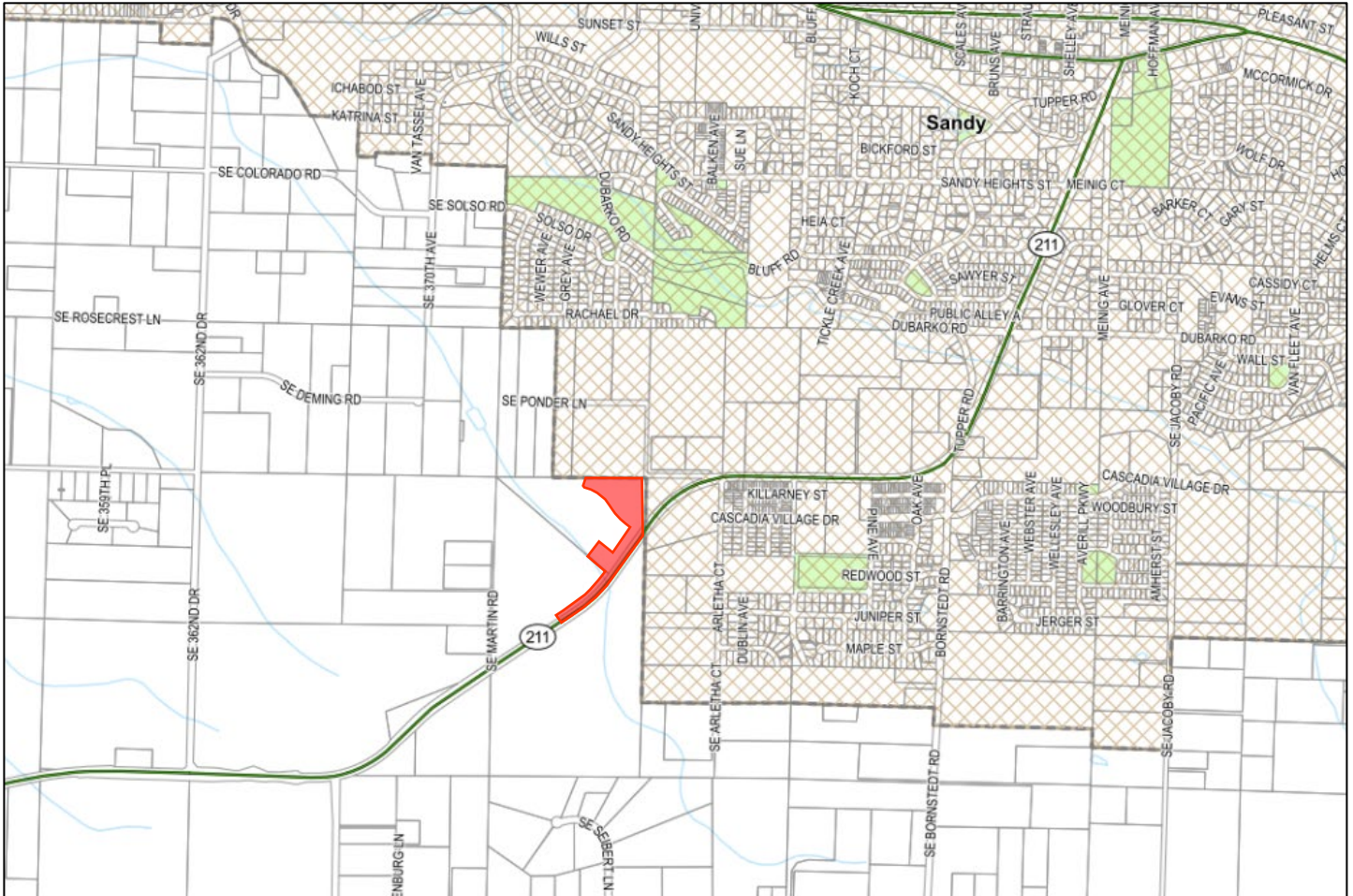
**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

# EXHIBIT A

**City of Sandy UGB expansion area, highlighted red, in relation to UGB prior to adoption of ZDO-278 (File No. Z0004-20-CP)**



TAX LOT 807  
TAX MAP  
2 4E 23

TAX LOT 800  
TAX MAP  
2 4E 23

TAX LOT 803  
TAX MAP 2 4E 23

PONDER LANE



SCALE: 1"=150 FEET



TAX LOT 701  
TAX MAP 2 4E 23

TAX LOT 700  
TAX MAP 2 4E 23

TAX LOT 502  
TAX MAP 2 4E 23

TAX LOT 518  
TAX MAP 2 4E 23

TAX LOT 501  
TAX MAP 2 4E 23

WOODBURN SANDY  
HIGHWAY

TAX LOT 600  
TAX MAP 2 4E 23

- ① PARK LAND
- ② PERMANENT SLOPE EASEMENT/  
TEMPORARY CONSTRUCTION EASEMENT
- ③ PUBLIC RIGHT-OF-WAY DEDICATION
- ④ PUBLIC UTILITY EASEMENT
- ⑤ STORMWATER TRACT
- ⑥ PERMANENT SLOPE EASEMENT/  
TEMPORARY CONSTRUCTION EASEMENT
- ⑦ HIGHWAY ANNEXATION

2/11/2020

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Benjamin R Huff*  
OREGON  
MARCH 14, 2017  
BENJAMIN R HUFF  
84738PLS

RENEWS: 6/30/21

**PREPARED FOR**  
ALLIED HOMES & DEVELOPMENT  
12042 SE SUNNYSIDE ROAD, SUITE 706  
CLACKAMAS, OR 97015

SE PONDER LANE - SANDY

EXHIBIT  
KEY

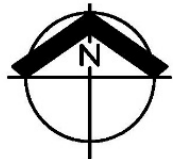
AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
503.563.6151 WWW.AKS-ENG.COM



DRWN: WCB  
CHKD: BRH  
AKS JOB:  
7107

DWG: 7107 20191230 EXB | EXHIBIT KEY MAP

A PORTION OF RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF SECTION 23,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, WILLAMETTE MERIDIAN,  
CLACKAMAS COUNTY, OREGON



SCALE: 1" = 150 FEET



POINT OF COMMENCEMENT  
NE COR PARCEL 1  
PP NO. 2018-030

PARCEL IV  
DOC. NO.  
2016-026546

S89°52'25"E 1319.20'

PARCEL 1  
PP NO. 2018-030

POINT OF BEGINNING

S01°24'04"W  
388.51'  
DOC. NO.  
2018-076279

S01°24'04"W  
144.40'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	1186.19'	21°05'05"	436.51'	S45°35'09"W 434.05'
C2	1106.28'	21°04'55"	407.06'	N45°35'07"E 404.76'

DOC. NO.  
93-28438

DOC. NO.  
1989-012843

N35°02'39"E 576.39'

S35°02'39"W 456.17'  
DOC. NO.  
2017-066108

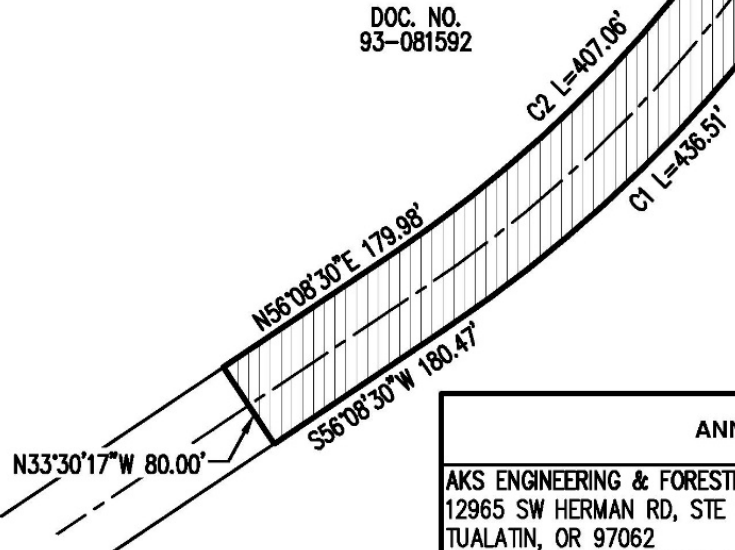
DOC. NO.  
93-081592

2/11/2020

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Benjamin R Huff*

OREGON  
MARCH 14, 2017  
BENJAMIN R HUFF  
84738PLS  
RENEWS: 6/30/21



ANNEXATION MAP		EXHIBIT <b>B</b>
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		DRWN: WCB CHKD: BRH AKS JOB: 7107



DWG: 7107 20200211 ROW EXHIBIT | EXB8



## Exhibit B

### FINDINGS OF FACT FOR ZDO-278:

#### *6.42-Acre Expansion of Sandy Urban Growth Boundary (Planning File No. Z0004-20-CP)*

#### **SECTION I: GENERAL INFORMATION**

---

**Planning File No.** Z0004-20-CP

**Adoption Date:** June 11, 2020

**Applicant:** Allied Homes & Development

**Property Owners:** Lawrence Pullen, Richard L. Pullen, and Sherrene Lanette TenEyck

**Proposal:** Inclusion within the City of Sandy Urban Growth Boundary of approximately 4.37 acres of Tax Lot 701 of Map 24E23 and approximately 2.05 acres of an adjacent section of Hwy 211, for a total of 6.42 contiguous acres, as shown on Pages 8-10 of these findings

**Property Location:** The eastern portion of Tax Lot 701 on the northwest side of Hwy 211 southwest of SE Ponder Ln and south of and adjacent to existing Sandy city limits, as well as a roughly 900-foot-long adjacent section of Hwy 211 between SE Martin Rd to the west and Arletha Ct to the east, all of which is inside of the City of Sandy Urban Reserve Area (URA)

**Subject Map and Tax Lot:** T2S R4E Section 23, Tax Lot 701, W.M.

**Site Address:** (no situs)

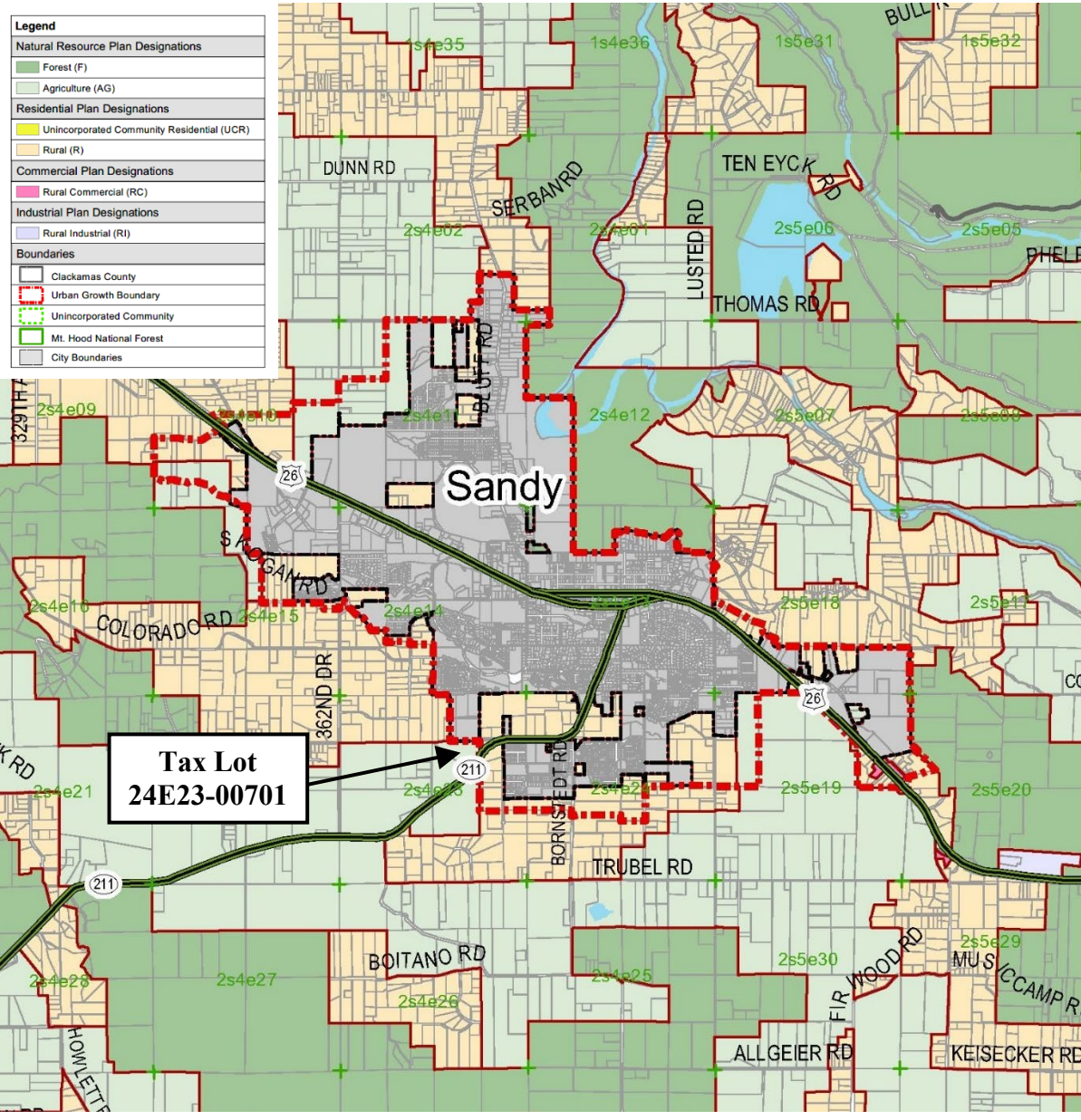
**Comprehensive Plan Designation:** Agriculture

**Zoning District:** Exclusive Farm Use (EFU)

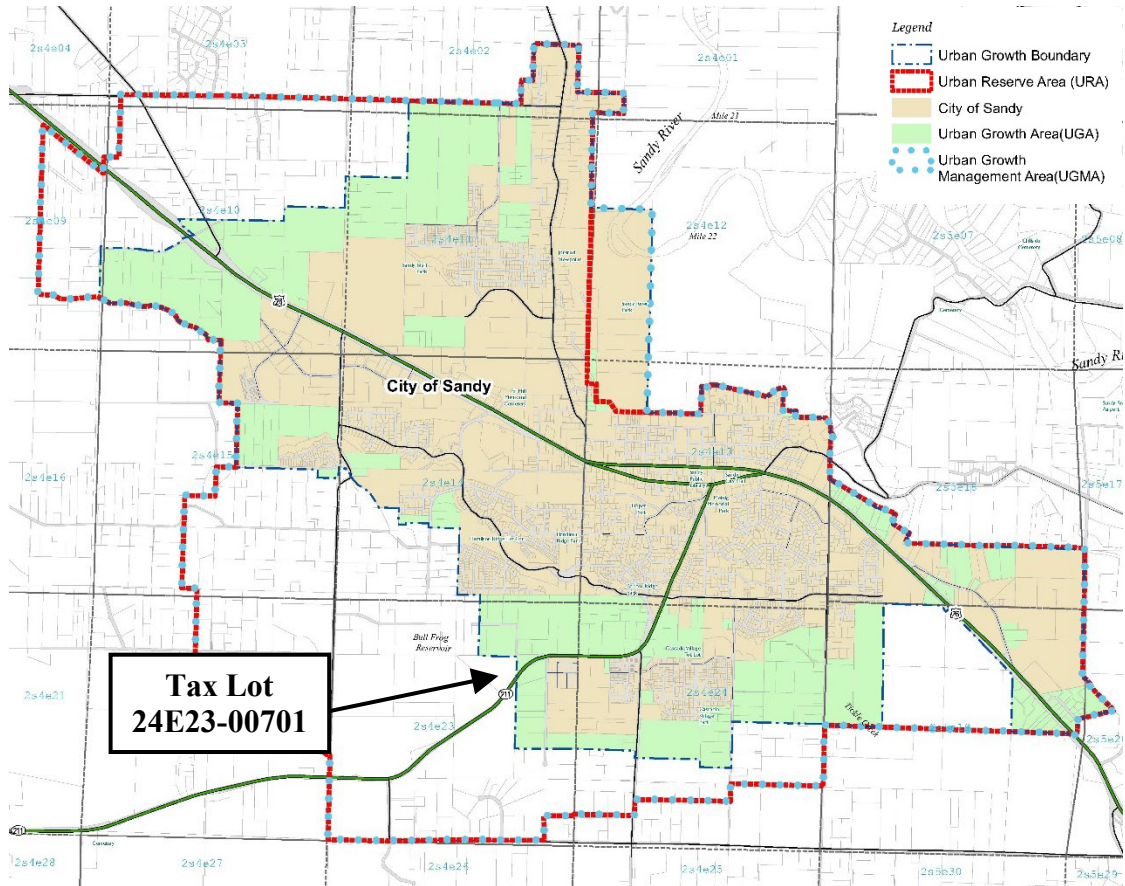
**Total Area Involved:** 6.42 acres



**Current Sandy UGB in Clackamas County Comprehensive Plan Map 4-07a**  
*(Prior to proposed expansion, outlined in red)*

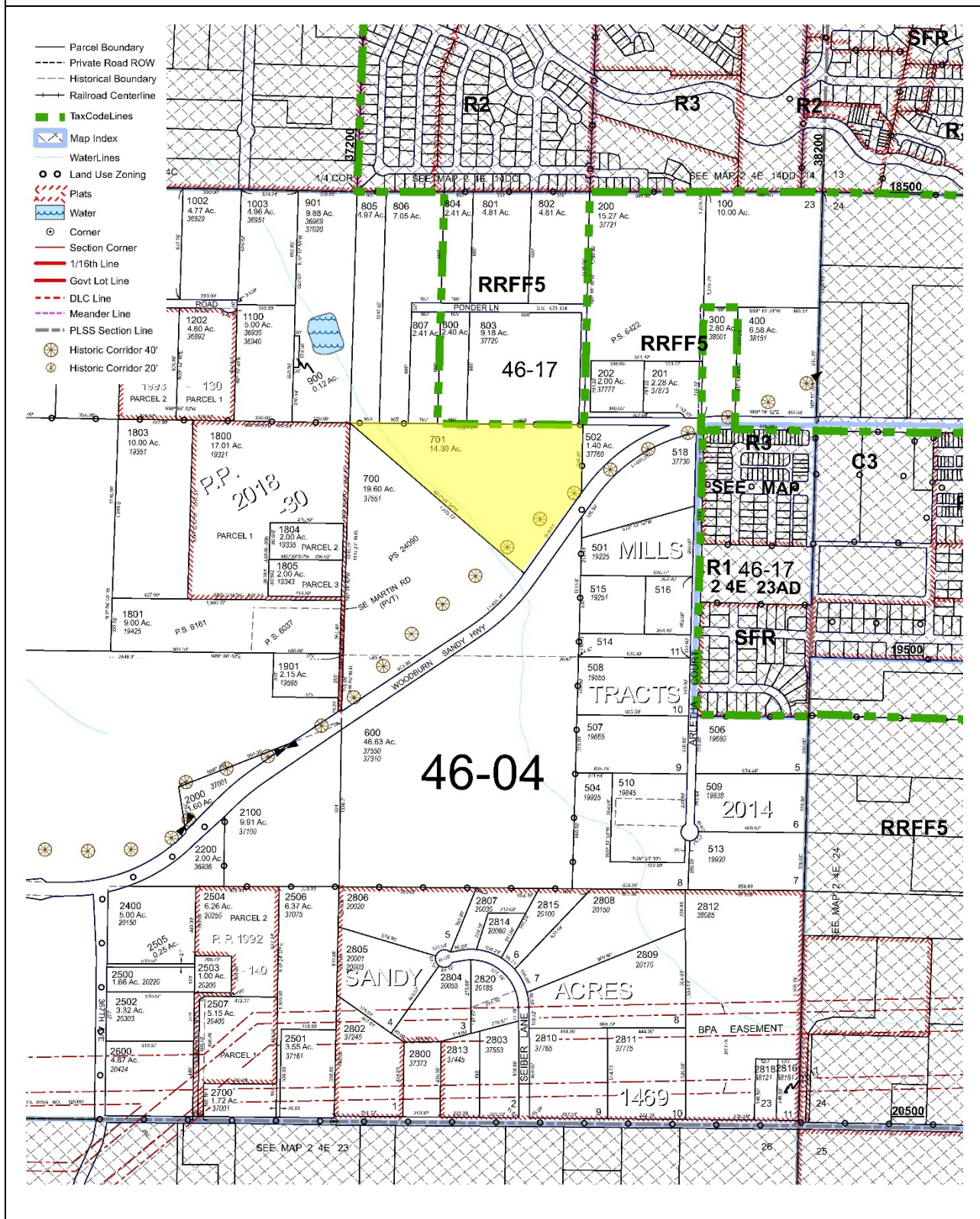


## Current Sandy Urban Growth Management Area (UGMA) and Urban Reserve Area (URA)





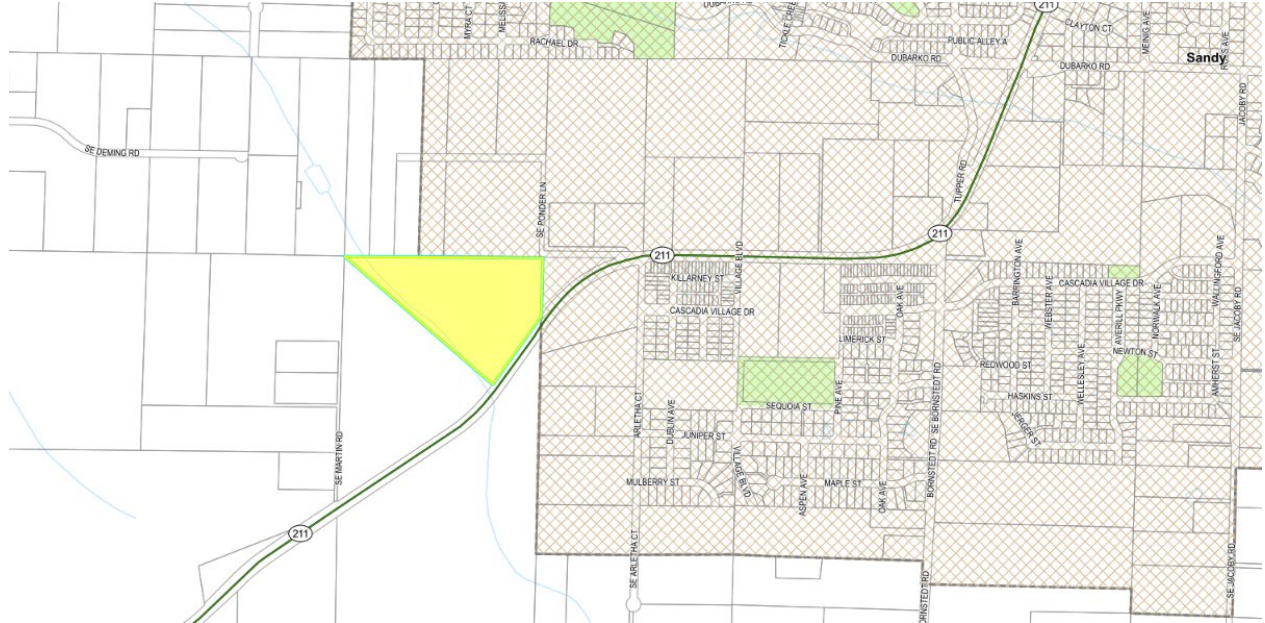
## Tax Lot 701 in Map 24E23 (Highlighted Yellow)



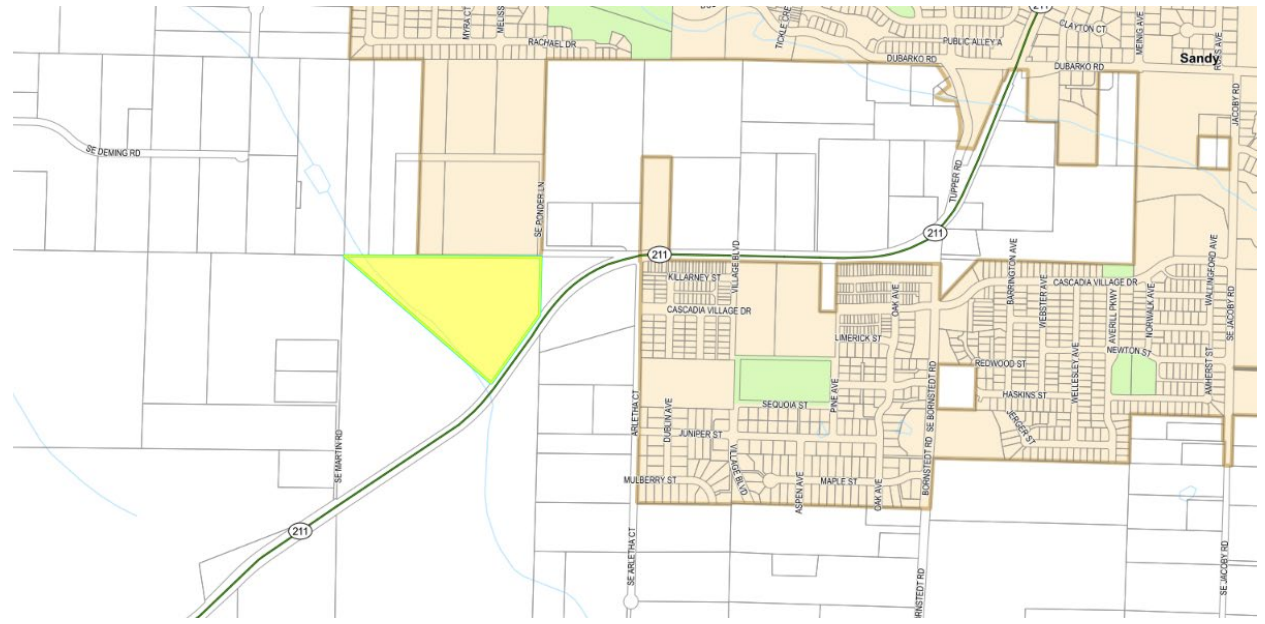


**Tax Lot 24E23-00701**  
*(Highlighted Yellow)*

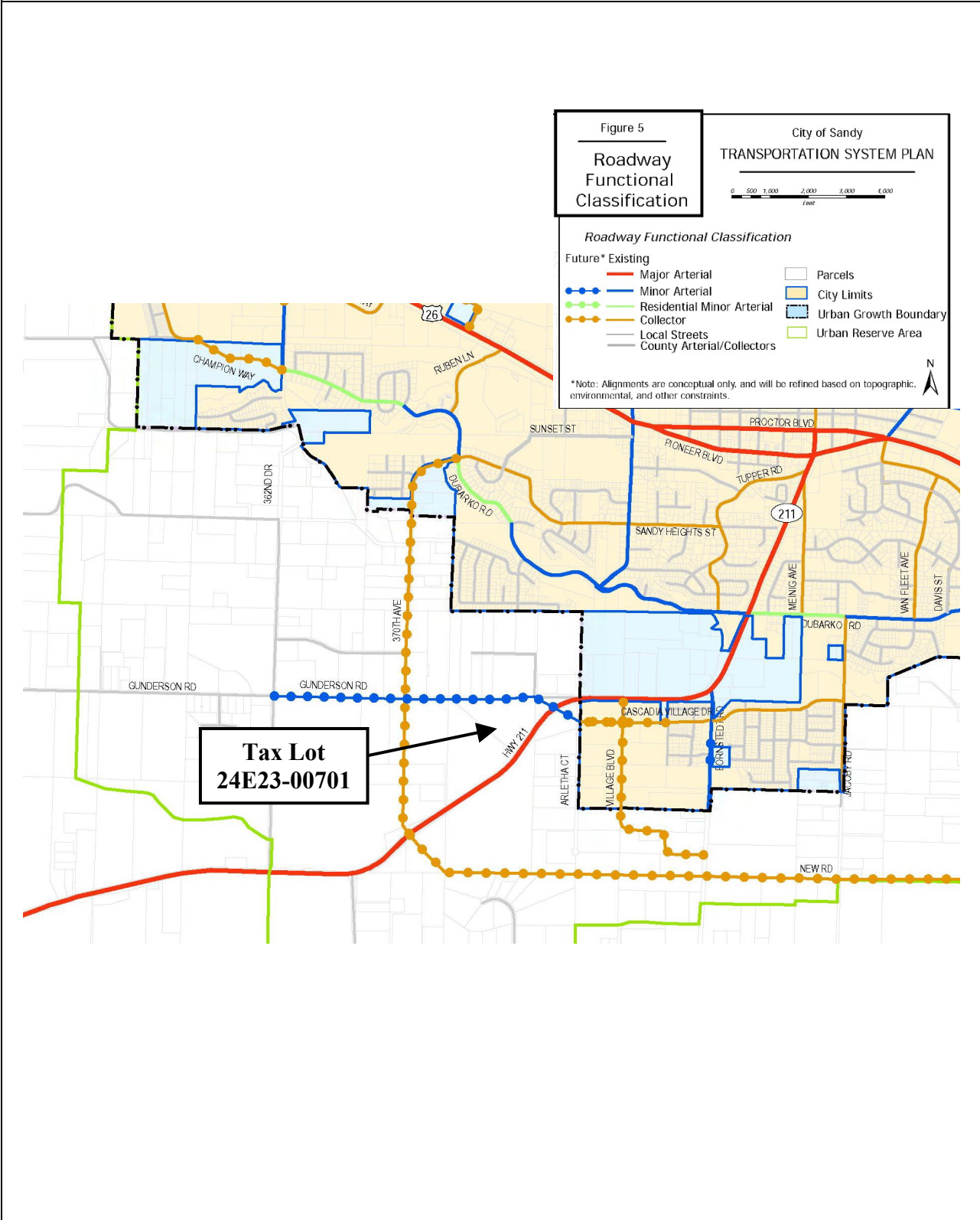
*In relation to UGB prior to proposed expansion:*



*In relation to current city limits:*



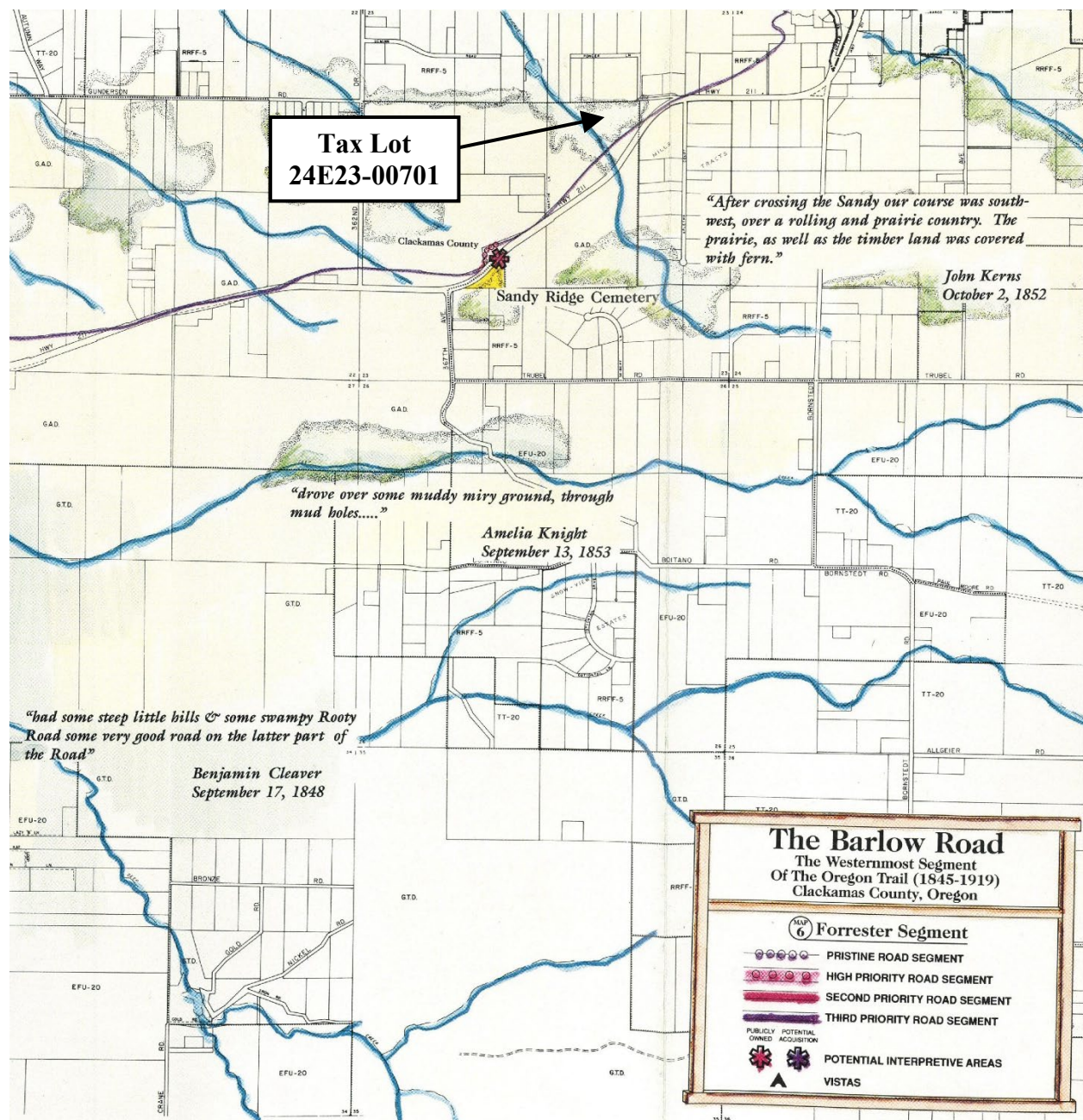
**Gunderson Road in Close-Up of City of Sandy Transportation System Plan (TSP) Figure 5**  
*(UGB and City Limit Boundaries are NOT current)*



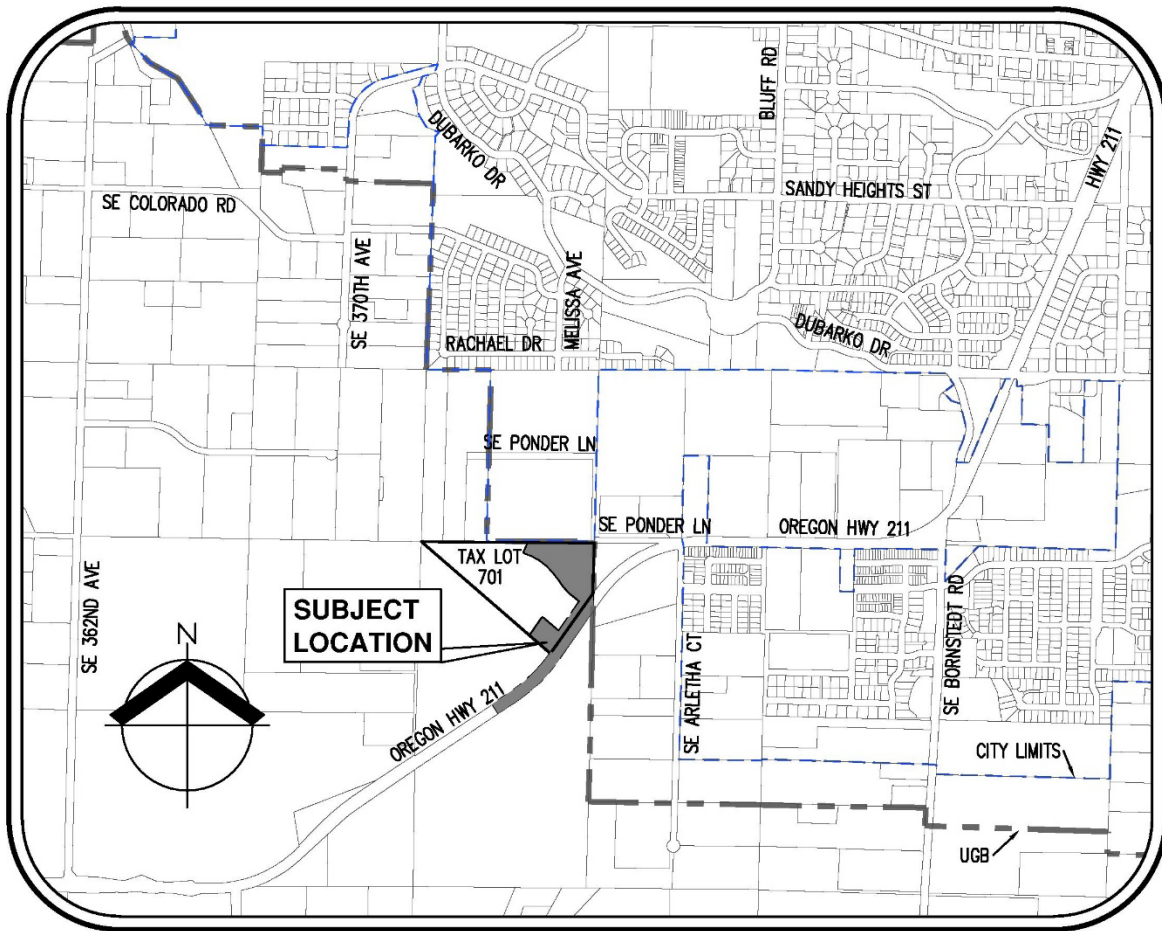


## Barlow Road Forrester Segment

*(In 1993 Barlow Road Historic Corridor Background Report & Management Plan)*

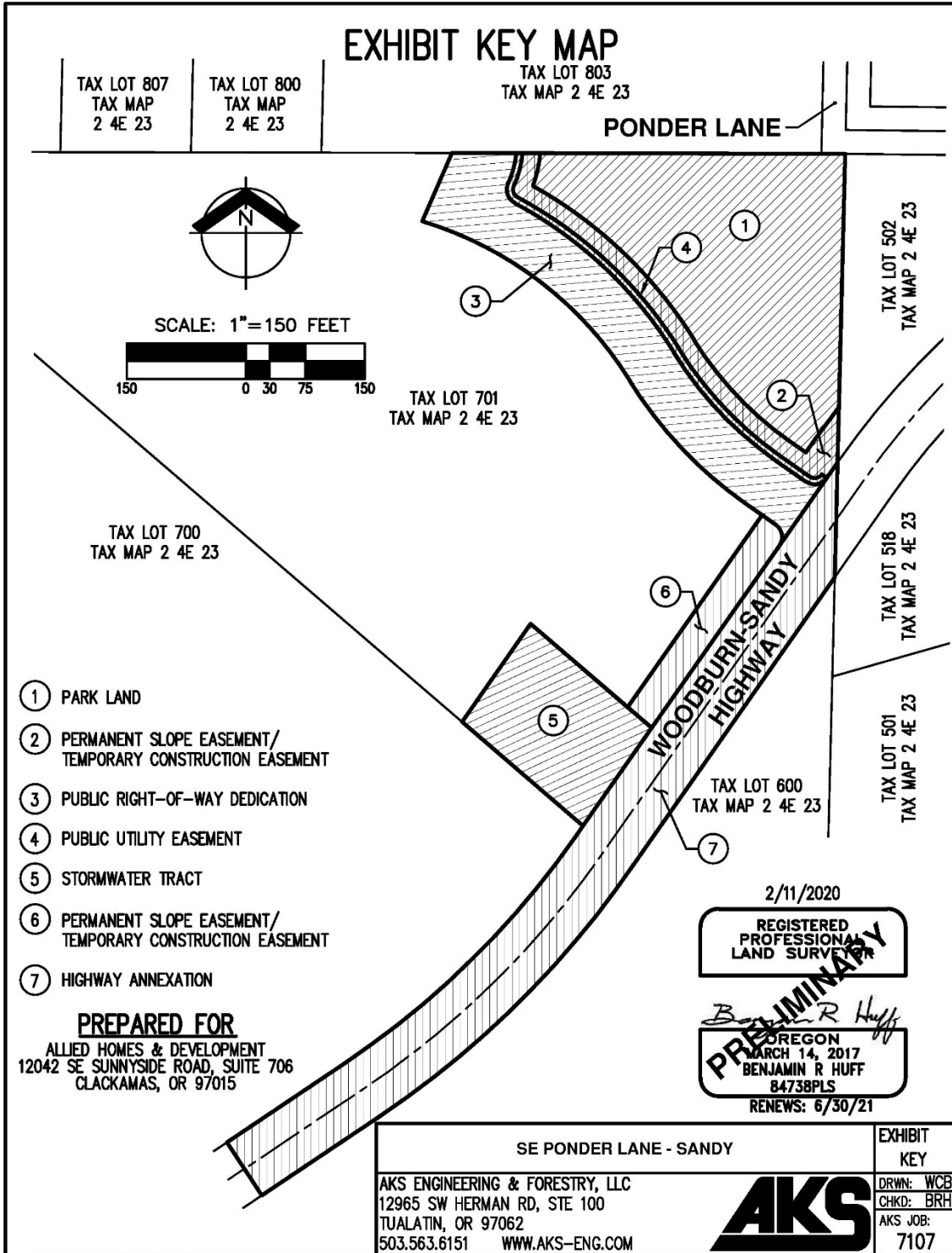


**Applicant's "Vicinity Map"**  
*(As Revised on February 13, 2020)*

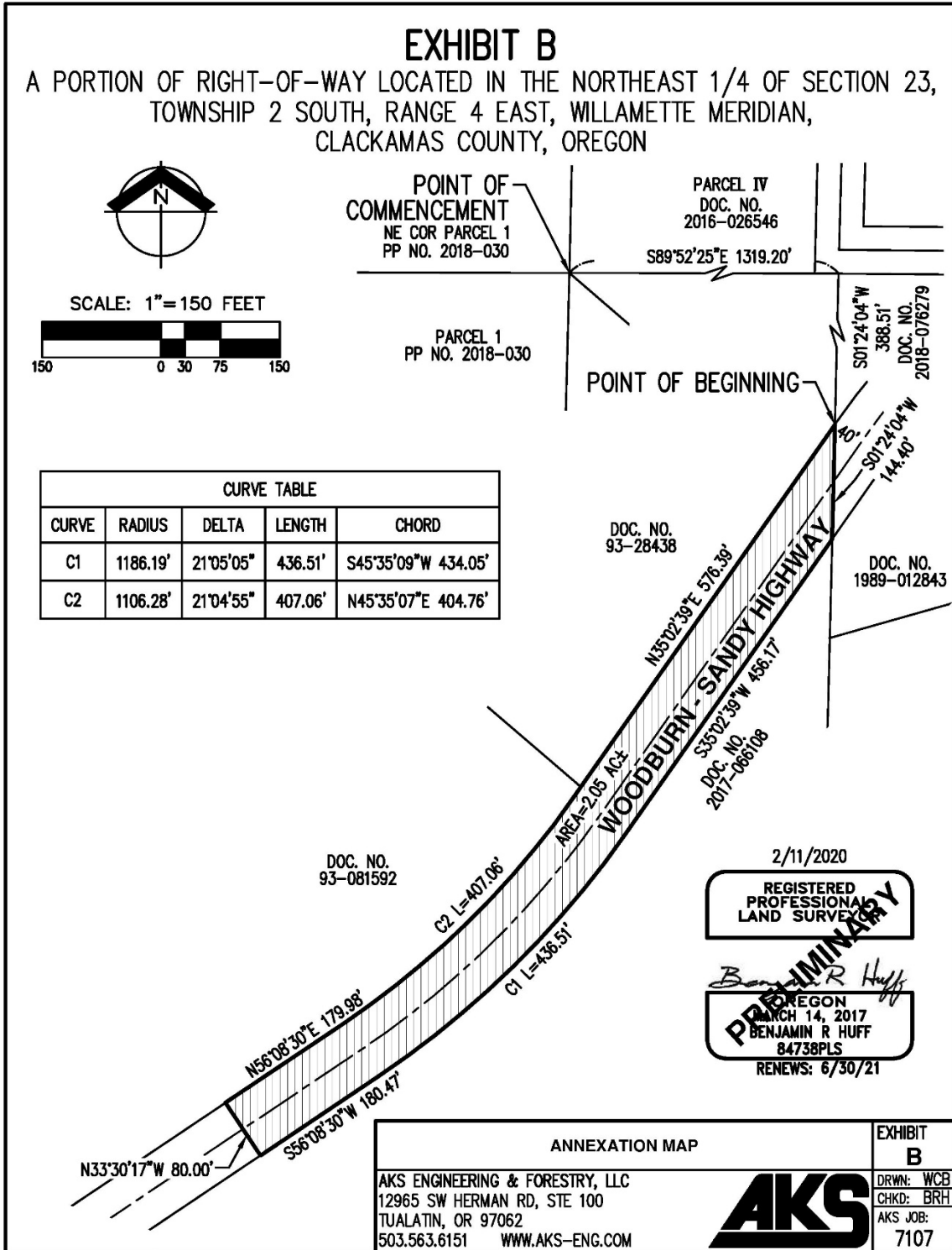


**VICINITY MAP**  
NOT TO SCALE

**Applicant's Close-Up Map of Subject Location Proposed for Inclusion in Sandy UGB**  
*(Areas 1-7, as Revised on February 13, 2020)*



**Applicant's Close-Up Map of Hwy 211 Section Proposed for Inclusion in Sandy UGB**  
*(As Revised on February 13, 2020)*



## **SECTION II: PROJECT OVERVIEW & BACKGROUND**

---

This application, made by Allied Homes & Development (the “Applicant”), requests an amendment to Clackamas County’s Comprehensive Plan for an expansion of the City of Sandy (the “City”) urban growth boundary (UGB). The amendment would specifically be to Comprehensive Plan Map 4-07a (shown on Page 2 of these findings), as well as to any other maps of the Comprehensive Plan where the City’s UGB is labeled.

The application explains that the 6.42-acre requested expansion is necessary in order to provide certain public facilities:

1. A planned Gunderson Road minor arterial connection between planned urban development and Hwy 211;
2. A roughly 2.38-acre public park on the north side of Hwy 211 and adjacent to that planned urban development; and
3. Associated stormwater facilities.

Gunderson Road, with its connection to Hwy 211, is identified as a needed transportation facility in the City’s Transportation System Plan (TSP). The road’s highway connection in the precise location shown in the TSP’s conceptual-level illustrations is problematic. Engineers have determined that the nearest suitable alternative for this road connection is slightly to the south. The park that the City finds necessary to serve the area could fit between that alternative road connection location to the south and the planned urban development to the north.

However, the recommended alternative location for the road connection is just outside the City’s existing UGB on property currently under the County’s jurisdiction and zoned Exclusive Farm Use (EFU). Facilities serving urban uses are not permitted outright in the EFU District outside of a UGB. The requested UGB expansion, if approved, would make the subject area eligible for annexation to the City of Sandy (the “City”) and for rezoning by the City to a zoning district that does allow such public facilities. The expansion would occur in the City’s Urban Reserve Area (URA), where lands have already been prioritized for inclusion in the City’s UGB when deemed necessary.

The Applicant initially requested only a 5.29-acre expansion of the UGB for these public facilities. On February 13, 2020, the Applicant formally modified their application to request a 6.42-acre expansion and the modified proposal was re-noticed on February 18, 2020.

The expansion requires approval of both the City and the County. Consistent with Oregon Administrative Rules (OAR) chapter 660, division 24, the City has initiated consideration of the proposal by noticing and holding a public hearings with the City Planning Commission on February 11, 2020, and with their City Council on March 2, 2020.



### **SECTION III: CONCLUSION & CONDITIONS OF APPROVAL**

---

The Board of County Commissioners (the “Board”) finds that this application satisfies all applicable state and County criteria for an expansion of the City’s UGB in to its urban reserve area. The Board approves the expansion, subject to the following three (3) conditions:

1. The City of Sandy (the “City”) urban growth boundary (UGB) shall be expanded to include only the approximately 6.42-acre area (the “expansion area”) identified in plans submitted on February 13, 2020, and on Pages 8-10 of these findings, with all relevant maps of the Clackamas County Comprehensive Plan updated accordingly;
2. The expansion area shall only be used for the public facilities described in the application, including a section of Gunderson Road connecting to Highway 211, a roughly 2.38-acre public park, and associated stormwater facilities; and
3. In the development of the public facilities, the Barlow Road Historic Corridor shall be considered and impacts caused by the extension of Gunderson Rd and highway improvements, construction staging activities, and excavation for the stormwater facility shall be minimized. Visibly apparent portions of the Barlow Road (e.g., ruts) that may be in the park land area shall be preserved.

### **SECTION IV: ANALYSIS & FINDINGS**

---

This application is subject to the following provisions:

1. Statewide Planning Goals;
2. OAR chapter 660, divisions 12 and 24;
3. Clackamas County Comprehensive Plan Chapters 2, 4, and 11; and
4. Zoning and Development Ordinance (ZDO) Sections 202 and 1307.

These provisions have been reviewed in conjunction with this proposal, with the following findings in regarding 1-3 above; the ZDO sections listed in 4 above provide only definitions and procedural requirements that do not warrant separate written findings.

#### **1. STATEWIDE PLANNING GOALS:**

##### *Goal 1 – Citizen Involvement*

Goal 1 calls for “the opportunity for citizens to be involved in all phases of the planning process” and requires the County to have a citizen involvement program with certain features.

This application only proposes to amend the County’s Comprehensive Plan maps and, if approved, the structure of the County’s existing, State-acknowledged citizen involvement program would not change.



Section 1307 of the ZDO contains adopted and acknowledged procedures for citizen involvement and public notification of quasi-judicial applications. This application has been processed consistent with those requirements, including with notice to the Department of Land Conservation and Development (DLCD) as directed, to property owners within 750 feet of the subject property, and in the Sandy Post.

There have been at four public hearings: two at the City, one with the County's Planning Commission, and another with the Board. The proposal has also been advertised on both City and County websites.

**The relevant requirements of Statewide Planning Goal 1 are satisfied.**

### *Goal 2 – Land Use Planning*

Goal 2 requires the County to have and to follow a comprehensive land use plan and implementing regulations. Comprehensive plan provisions and regulations must be consistent with Statewide Planning Goals, but Goal 2 also provides a process by which exceptions can be made to certain Goals.

The proposed amendment to Clackamas County's Comprehensive Plan maps, including to Map 4-07a, would not change the County's land use planning process. Even under the Applicant's proposal, the County will continue to have a comprehensive land use plan and consistent implementing regulations. The Applicant does not request an exception to any Statewide Planning Goal.

**The relevant requirements of Statewide Planning Goal 2 are satisfied.**

### *Goal 3 – Agricultural Lands*

Goal 3 is **not applicable** to UGB amendments, per OAR 660-024-0020(1)(b).

### *Goal 4 – Forest Lands*

Goal 4 is **not applicable** to UGB amendments, per OAR 660-024-0020(1)(b).

### *Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces*

Goal 5 requires the local government with jurisdiction to adopt programs that will protect an area's natural resources and conserve scenic, historic, and open space resources for present and future generations. It requires an inventory of natural

features, groundwater resources, energy sources, and cultural areas, and encourages the maintenance of inventories of historic resources.

Page 16 of the Applicant's initial submittal states that "there are no identified Goal 5 resources on the property". However, the historic Barlow Road, an inventoried Goal 5 resource, crosses Tax Lot 701 and the requested expansion area and would presumably be disturbed by the construction of the proposed highway connection. Nonetheless, this particular proposal would not change the County's acknowledged programs for the protection of its historic resources, nor would it change the County's adopted and acknowledged historic resources inventory. This application would not itself authorize any development, either. The proposal would simply make the subject area eligible for annexation to and rezoning by the City. The City, rather than the County, would evaluate Goal 5 compliance with any application for annexation and/or rezoning.

Page 7 of a February 20, 2020, letter submitted by one of the Applicant's representatives states "the Applicant commits to and will accept a condition of approval requiring it to coordinate with the County on Barlow Road when it submits an application to construct and permit [the highway connection]". On Page 8 of the letter, the Applicant further states that it "requests" the County impose a condition of approval reading:

*"The Applicant shall consider the Barlow Road Historic Corridor and to minimize impact by the extension of Gunderson Road [the planned highway connection]."*

The Planning Commission recommended that, in the development of the proposed public facilities, the Barlow Road Historic Corridor should be considered and impacts caused by the extension of Gunderson Rd and highway improvements, construction staging activities, and excavation for the stormwater facility should be minimized. Visibly apparent portions of the Barlow Road (e.g., ruts) that may be in the park land area should, according to the Planning Commission, also be preserved. The Applicant has not objected to these specific conditions.

**The relevant requirements of Statewide Planning Goal 2 are satisfied.**

#### *Goal 6 – Air, Water, and Land Resources Quality*

Goal 6 instructs the County to consider the protection of air, water, and land resources from pollution and pollutants when developing its Comprehensive Plan. The proposed Comprehensive Plan amendment would not change any Comprehensive Plan policy or implementing regulation affecting a Goal 6 resource, nor would it modify the mapping of any protected resource.

The acreage brought in to the UGB will retain its existing County zoning (EFU) until annexed and rezoned by the City. The City will be responsible for evaluating Goal 6 in its consideration of that annexation.

Because the Statewide Wetlands Inventory indicates that Tax Lot 701 may contain state-regulated waterbodies, Staff notified the Department of State Lands of this application; their comments are included in the record.

**The relevant requirements of Statewide Planning Goal 6 are satisfied.**

*Goal 7 – Areas Subject to Natural Hazards*

The Applicant states that the subject property does not contain “mapped areas of steep slopes 25 percent or greater” or other “known hazard areas.”

Goal 7 requires the comprehensive plan of the local government with jurisdiction to address Oregon’s natural hazards, and this UGB expansion application would not change the County’s acknowledged Comprehensive Plan policies or implementing regulations regarding natural disasters and hazards, nor would it modify the mapping of any hazard. The acreage brought in to the UGB will retain its existing County zoning, and will continue to be subject to the County’s hazard-related land use regulations, until it is annexed and rezoned by the City. The City will be responsible for evaluating Goal 7 when it considers any application for annexation or rezoning.

**The relevant requirements of Statewide Planning Goal 7 are satisfied.**

*Goal 8 – Recreational Needs*

Goal 8 requires relevant jurisdictions to plan for the recreational needs of their residents and visitors. The proposal would not change any existing, State-acknowledged County Comprehensive Plan policy or implementing regulation regarding recreational needs, nor would it reduce or otherwise modify a mapped recreational resource.

The City will be responsible for formally evaluating Goal 8 when it considers any annexation and rezoning proposal, but City representatives, as well as the Applicant, have already expressed that the park land – and this requested UGB expansion to allow for it – are necessary in part to meet particular recreational needs in the area of the subject property. The Applicant has also agreed to a condition of approval limiting the subject area to only the public facilities identified in their application, which include an approximately 2.38-acre public park. The Board finds that such a condition is appropriate in order to ensure the area provides the public facilities that the Applicant and the City say the UGB expansion is needed to accommodate.

**The relevant requirements of Statewide Planning Goal 8 are satisfied.**

### *Goal 9 – Economic Development*

The purpose of Goal 9 planning is to make sure cities and counties have enough land available to realize economic growth and development opportunities. The proposed UGB expansion would not, in and of itself, change the allowed uses of any property, and would not reduce or expand either the County's or the City's employment (i.e. commercial, industrial) lands. The proposal would simply make the subject 6.24 acres, which are already in the City's Urban Reserve Area (URA), *eligible* for annexation and rezoning by the City. The City will be responsible for evaluating Goal 9 when it considers any annexation or rezoning application.

The proposal represents that the subject area would not be used for employment lands or for residential development, but rather only for specific public facilities. The conditions of approval restrict the area to these uses because the Applicant has not demonstrated that an economic opportunity analysis has been conducted consistent with Goal 9 for the expansion area to be used for employment lands.

**The requirements of Goal 9 are satisfied with the conditions of approval.**

### *Goal 10 – Housing*

The purpose of Goal 10 is to meet housing needs. As noted previously, the proposed UGB expansion would not, in and of itself, change the allowed uses of any property. The proposal would not reduce or expand the County's residential lands supply, or change any housing-related Comprehensive Plan policy or implementing regulation.

Information in the record suggests that the expansion area may be assigned a residential zoning district by the City if and when it is annexed, yet the Applicant has not provided a housing needs analysis conducted consistent with Goal 10 demonstrating that the City's UGB needs to be expanded to provide additional land for residential development.

Nonetheless, the Applicant maintains that the expansion area is not to provide for more housing beyond the City's current UGB. The February 20, 2020, letter submitted by one of the Applicant's representatives states that "the Applicant has never proposed housing for this area" and the Applicant independently requests for the County to impose a condition of approval limiting the expansion area to development of the limited public facilities identified in their application. The conditions of approval will help to ensure that the expansion area is only used for the described public facilities. Staff has confirmed with DLCDC representatives that, in the absence of a housing needs analysis, such a condition would satisfy the requirements of Goal 10, even if the property were to be assigned a residential zone by the City.

**The requirements of Goal 10 are satisfied with the conditions of approval.**

## Goal 11 – Public Facilities and Services

The purpose of Goal 11 is to ensure that local governments plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. Goal 11 guidelines specifically call for plans providing for public facilities and services to be coordinated with plans for designation of urban boundaries and urbanizable land.

The City has already demonstrated a need and planned for a Gunderson Road highway connection in its adopted Transportation System Plan (TSP). However, the intersection location illustrated in that plan has been determined to be impractical. Page 10 of the January 6, 2020, Technical Memorandum prepared by Lancaster Engineering includes the following findings:

*“...it was determined that the alignment shown on the TSP was not feasible for construction of an intersection with Highway 211, primarily due to poor sight distance, the need for a perpendicular intersection and a very steep superelevated roadway section. Looking northeast from the TSP-identified location, sight distance is limited by both horizontal and vertical curves on Highway 211. In addition, sight distance from the future north leg of the intersection would be particularly poor. At the TSP-identified location, the highway was designed for moving traffic, not for accommodation of an intersection. Due to the high design speed and the horizontal curve, superelevation (the banking of the roadway around the curve) is very steep. This facilitates through traffic on the highway, but makes an intersection at this location problematic, due to difficult turning and crossing improvements across the steep curve.”*

The Technical Memorandum goes on to explain that the Applicant’s proposal is the “nearest suitable intersection location”, and finds that UGB expansion and highway connection would “result in improved operation at the study area roadways and intersections” and that “the connection will improve conditions for the existing neighborhood to the north of Baily Meadows subdivision by providing another means of vehicular access to the area.”

A February 24, 2020, letter from Sandy Fire District No. 72 further attests to the need for the Applicant’s proposed Gunderson Road connection to the highway. The letter states that the connection would provide a “much-needed” secondary access to planned and existing residential developments within the City’s existing UGB.

The City has also determined a need for a public park in the expansion area in order to serve planned residential development on the north side of Hwy 211. The Applicant proposes to locate this needed park land in an area between the highway connection and planned urban development, which the Board finds would be an efficient use of space.

As the Applicant notes, the proposed public facilities will include necessary stormwater infrastructure. However, the area will not require water and sewer facilities, not even to the proposed park facility.

The proposed expansion area is located in the City's URA on lands already determined to be a priority for consideration for future UGB expansions.

**The relevant requirements of Statewide Planning Goal 11 are satisfied.**

### *Goal 12 – Transportation*

The purpose of Goal 12 is to provide and encourage a safe, convenient, and economic transportation system. The City has already planned in its TSP for a Gunderson Road connection to Hwy 211 in order to serve planned residential development deemed necessary to meet the City's 20-year housing needs; however, as determined by Lancaster Engineering in their January 6, 2020, Technical Memorandum, the precise intersection location illustrated in the TSP would be problematic, while the Applicant's proposed alternative location would be better suited. The Technical Memorandum explains that the Applicant's proposed location, which requires this UGB expansion will improve conditions for existing and planned residential development on the north side of Hwy 211.

Sandy Fire District No. 72 attests that the Applicant's proposed Gunderson Road connection to Hwy 211 *"could enhance emergency service capabilities by eliminating a potential of impairment/congestion at a single point of access as well as providing first responders options that could decrease emergency response times in the event of a medical, police or fire emergency."* The Board finds that this is further evidence that the proposed UGB expansion would help to provide and encourage a safe and convenient transportation system.

ODOT has signed, and therefore consented to, this application as an owner of Hwy 211 included in the proposed expansion area. The County's Transportation Engineering Division was notified of this application and has not raised concerns.

**The relevant requirements of Statewide Planning Goal 12 are satisfied.**

### *Goal 13 – Energy Conservation*

Goal 13 encourages land use plans to consider lot size, siting controls, building height, density, and other measures in order to help conserve energy. The proposed Comprehensive Plan Map amendment would not change any policy or implementing regulation regarding energy conservation.

**The relevant requirements of Statewide Planning Goal 13 are satisfied.**

### *Goal 14 – Urbanization*

The purpose of Goal 14 is to provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

The area proposed for inclusion in the City’s UGB is in the City’s URA, meaning the area has already been prioritized over other lands for future inclusion in the UGB. The UGB expansion is also to provide for a road connection that is already planned for in the City’s TSP to serve residential areas already within the UGB north of the highway. The applicant proposes to use an otherwise vacant area between the road connection and planned residential development for a park that has been deemed necessary by the City to improve the livability of the adjacent residential areas. The Board finds that using this area, which would otherwise not be practically developable or farmable under its present EFU zoning, to be an efficient use of land.

The conditions of approval require that the expansion area only be used for the proposed public facilities.

The rules in OAR chapter 660, division 24 clarify procedures and requirements of Goal 14 regarding amendments of UGBs. These rules are evaluated later in these findings.

**The requirements of Goal 14 are satisfied with the conditions of approval.**

### *Goal 15 – Willamette River Greenway*

Per OAR 660-024-0020(1)(e), Goal 15 is **not applicable** to land added to a UGB unless the land is within the Willamette River Greenway Boundary. The land proposed in this application to be included in Sandy’s UGB is not within the Willamette River Greenway Boundary.

### *Goal 16 – Estuarine Resources*

Per OAR 660-024-0020(1)(f), Goal 16 is **not applicable** to land added to a UGB unless the land is within a coastal shorelands boundary. The land proposed in this application to be included in Sandy’s UGB is not within a coastal shorelands boundary.

*Goal 17 – Coastal Shorelands*

Per OAR 660-024-0020(1)(f), Goal 17 is **not applicable** to land added to a UGB unless the land is within a coastal shorelands boundary. The land proposed in this application to be included in Sandy’s UGB is not within a coastal shorelands boundary.

*Goal 18 – Beaches and Dunes*

Per OAR 660-024-0020(1)(f), Goal 18 is **not applicable** to land added to a UGB unless the land is within a coastal shorelands boundary. The land proposed in this application to be included in Sandy’s UGB is not within a coastal shorelands boundary.

*Goal 19 – Ocean Resources*

Per OAR 660-024-0020(1)(g), Goal 19 is **not applicable** to a UGB amendment.

**2. OREGON ADMINISTRATIVE RULES (OARs):**

The full text of the following OARs are included in Exhibits 21 and 22.

*Chapter 660, Division 12 – Transportation Planning*

*OAR 660-012-0060: Plan and Land Use Regulation Amendments*

This OAR requires certain measures to be taken if an amendment to an acknowledged comprehensive plan would “significantly affect” an existing or planned transportation facility. This application proposes to amend maps of the County’s acknowledged Comprehensive Plan with an expansion of the City’s UGB. An analysis done by Lancaster Engineering and included with this application found that the proposed amendment would not “significantly affect” an existing or planned transportation facility, as that term is defined in section (1) of OAR 660-012-0060. As the applicant argues, the transportation system improvements that necessitate the proposed UGB expansion would complete a section of Gunderson Road, a planned City minor arterial roadway.

**The requirements of OAR 660-012-0060 are satisfied.**



*Chapter 660, Division 24 – Urban Growth Boundaries*

*OAR 660-024-0000: Purpose and Applicability*

This OAR establishes that certain procedures and requirements in chapter 660, division 24 apply to UGB amendments. This application indeed proposes an amendment (an expansion) to the City’s UGB, and because the application is not being considered under the “simplified UGB process” under OAR chapter 660, division 38, the requirements of division 24 must be satisfied. **No additional findings related to this OAR are necessary.**

*OAR 660-024-0010: Definitions*

This OAR provides definitions to be applied to certain terms used in division 24, and **does not warrant written findings.**

*OAR 660-024-0020: Adoption or Amendment of a UGB*

This OAR clarifies what Statewide Planning Goals are applicable when establishing or amending a UGB, and **the Board provided necessary findings concerning those goals earlier in these findings.** The rule also requires UGB amendments to be shown on the County’s Comprehensive Plan maps and zoning maps at a scale sufficient to determine which particular lots or parcels are included in the UGB. **The Board finds that the proposed amendment to the Comprehensive Plan Map expanding the City’s UGB can be shown in sufficient enough detail.**

*OAR 660-024-0040: Land Need*

Section (1) of this rule states that the UGB must be based on the appropriate 20-year population forecast for the urban area as determined under rules in OAR chapter 600, division 32, and must provide for needed housing, employment, and other urban uses such as public facilities, streets and roads, schools, parks, and open space over the 20-year planning period consistent with the land need requirements of Goal 14.

The City expanded their UGB by approximately 629 acres in 2017 in order to accommodate 20-year housing and employment land needs following an analysis conducted according to relevant requirements and prescribed methodologies.

This latest application does not argue that the City’s UGB needs to be expanded in order to provide more land for housing or employment uses. Rather, it argues that the expansion is needed for certain *public facilities*, facilities needed to support the development of housing on lands included in the (current) UGB established in 2017 based on the 20-year population forecast at the time.

Section (2) relates to UGB amendments conducted as part of a periodic review work program. The proposed amendment is not related to a periodic review work program, so this section is not applicable.

Section (3) states that a local government may review and amend the UGB in consideration of one category of land need (for example, housing need) without a simultaneous review and amendment in consideration of other categories of land need (for example, employment need). This application is only being considered to meet a need for certain public facilities.

Section (4) states that the determination of 20-year residential land needs for an urban area must be consistent with the appropriate population forecast, and section (8) establishes safe harbors that may be applied in determining housing needs. The City's current UGB, established in 2017, is based on a determination of 20-year residential land needs consistent with the required forecast. The UGB expansion proposed in this application would not add new land for residential development, but rather for public facilities that would serve the residential lands already within the existing UGB.

Section (5) explains how 20-year employment land needs are to be determined; Section (6) clarifies that cities and counties may jointly conduct an economic opportunity analysis for the determination of employment land needs; and section (9) establishes safe harbors that may be applied in determining employment land needs. This application does not show a need to expand the UGB for additional employment lands, but rather a need for certain public facilities.

Section (7) states that the determination of 20-year land needs for transportation and public facilities for an urban area must comply with applicable requirements of Statewide Planning Goals 11 and 12, rules in OAR chapter 600, divisions 11 and 12, and public facilities requirements in ORS 197.712 and 197.768. Compliance with Goals 11 and 12, which are interpreted by divisions 11 and 12 respectively, are reviewed earlier in this report. ORS 197.712 requires jurisdictions to develop and adopt a public facilities plan for areas within UGBs, which the City has done with its Transportation System Plan (TSP), and ORS 197.768 relates to the adoption of a public facilities strategy; the proposed UGB expansion would allow the construction of a road connection to Hwy 211 (Gunderson Road) that is already called for in the City's adopted TSP, except at a modified location that is deemed more appropriate than the exact, literal location shown in the concept-level TSP map.

**The requirements of OAR 660-024-0040 are satisfied.**

*OAR 660-024-0045: Regional Large Lot Industrial Land*

This OAR relates to UGB expansions for regional large lot industrial land. This application proposes a UGB expansion only for certain public facilities.

**OAR 600-024-0045 is not applicable.**

*OAR 660-024-0050: Land Inventory and Response to Deficiency*

- (1) When evaluating a UGB, a local government must inventory land inside the UGB to determine whether there is adequate development capacity to accommodate 20-year needs determined by OAR 660-024-0040. For residential land, the buildable land inventory must include vacant and redevelopable land, and be conducted in accordance with OAR 660-007-0045 or 660-008-0010, whichever is applicable, and ORS 197.296 for local governments subject to that statute. For employment land, the inventory must include suitable vacant and developed land designated for industrial or other employment use, and must be conducted in accordance with OAR 660-009-0015.*
  
- (4) If the inventory demonstrates that the development capacity of land inside the UGB is inadequate to accommodate the estimated 20-year needs determined under OAR 660-024-0040, the local government must amend the plan to satisfy the need deficiency, either by increasing the development capacity of land already inside the city or by expanding the UGB, or both, and in accordance with ORS 197.296 where applicable. Prior to expanding the UGB, a local government must demonstrate that the estimated needs cannot reasonably be accommodated on land already inside the UGB. If the local government determines that there is a need to expand the UGB, changes to the UGB must be determined by evaluating alternative boundary locations consistent with Goal 14 and applicable rules at OAR 660-024-0060 or 660-024-0065 and 660-024-067.*

This OAR requires that, when a UGB expansion is proposed, there be an “inventory” of land inside the existing UGB to determine whether that current UGB provides adequate development capacity to accommodate 20-year needs. Representatives of the City have conducted such an inventory of lands inside the current UGB and determined that the current boundary is inadequate to provide the needed public facilities, specifically a highway connection in the area planned for Gunderson Road in the City’s adopted TSP, associated stormwater facilities, and a public park in this general location.

The Board finds that these particular, place-specific public facility needs could not be accommodated by expanding the UGB in any other location. Indeed, when considering alternative boundary locations, it is clear that it would not be necessary or appropriate to expand the UGB elsewhere in order to provide this Gunderson Road highway connection, the associated stormwater facilities, and this area’s park; the only place where it makes sense to expand the UGB to meet the City’s determined needs is in the location proposed by the Applicant.

OAR 660-024-0065 and 660-024-067 set rules for the establishment of a study area to evaluate land for inclusion in the UGB, and are largely concerned with identifying possible alternative locations for housing and employment land needs, rather than relevant to the place-specific public facility needs identified by the City. When the primary purpose for expansion of the UGB is to accommodate a public facility that

requires specific site characteristics, and when the site characteristics may be found in only a small number of locations, OAR 660-024-0065 (1) allows for a prescribed study area to be limited to those areas that can provide the required site characteristics. In this case, the required site characteristics are a Gunderson Road connection to Hwy 211, as identified in the City's acknowledged TSP, and a park north of the highway and adjacent to planned residential development. As noted previously in these findings, the application explains that the location of the proposed Gunderson Road connection (which necessitates this UGB expansion) would be preferable to the location of the Gunderson Road connection illustrated in the TSP. ODOT, who owns the section of Hwy 211 proposed for inclusion in the UGB, has signed this application.

The evaluation of alternative boundary locations does not need to be consistent with OAR 660-024-0060, which relates only to amendments of the Metro UGB. ORS 197.296 does not apply to this application because the City has a population of less than 25,000.

The full text of the other sections of this OAR are not included in these findings for brevity. However, section (6) requires the City to assign appropriate urban plan designations to the land added to its UGB and either: annex and apply appropriate zoning to the added land consistent with the plan designation; or maintain the County's present zoning until it is annexed, and then apply appropriate urban zoning at that time. Section (7) requires that any land included in the UGB to provide particular public facilities be planned and later zoned for the intended public facilities. While information in the record suggests that the City may plan and later zone the subject 6.42 acres for residential use, the Applicant makes clear that the expansion area will only be used for the specified public facilities, and the adopted conditions of approval ensure that the expansion area can only be used for these facilities. Staff with DLCD have confirmed that such a condition would satisfy the requirements of sections (6) and (7).

**The requirements of OAR 660-024-0050 are satisfied with the conditions of approval.**

*OAR 660-024-0060: Metro Boundary Location Alternatives Analysis*

This application does not propose a modification to the Metro UGB.

**OAR 660-024-0060 is not applicable.**

*OAR 660-024-0065: Establishment of Study Area to Evaluate Land for Inclusion in the UGB*

As noted previously, the Board finds that this OAR is primarily concerned with identifying possible alternative locations for housing and employment land needs rather than lands for public facilities. It allows for a more limited study area for UGB expansions for public facilities with specific site requirements, such as those in this application. The Applicant's proposed Gunderson Road highway connection location is more appropriate than the location illustrated in the City's TSP, as evidenced by their submitted technical memorandum. The undeveloped space between the proposed road connection and planned residential development is a logical place to site the public park that the City has determined is needed in this general location. The adopted conditions of approval prohibit the expansion area from being used for housing or employment uses.

**The requirements of OAR 660-024-0065 are satisfied with the conditions of approval.**

*OAR 660-024-0067: Evaluation of Land in the Study Area for Inclusion in the UGB; Priorities*

Again, the Board finds that this OAR is primarily concerned with identifying possible alternative locations for housing and employment land needs, and allows for a more limited study area for UGB expansions for public facilities with specific site requirements. The adopted conditions of approval prohibit the expansion area from being used for housing or employment uses.

**The requirements of OAR 660-024-0067 are satisfied with the conditions of approval.**

*OAR 660-024-0070: UGB Adjustments*

This OAR reiterates that expansions of a UGB must be consistent with Goal 14 and division 24, which are evaluated elsewhere in this report and are satisfied with the adopted conditions of approval. This OAR also establishes requirements for the removal of land from a UGB and for the exchange of lands within a UGB for those outside it, neither of which are proposed in this application.

**The requirements of OAR 660-024-0070 are satisfied with the conditions of approval.**

*OAR 660-024-0075: Airport Economic Development Pilot Program*

This OAR relates to the selection of a city to implement a pilot program to promote economic development and industry growth and job creation at an airport. It is **not relevant to this application**.

*OAR 660-024-0080: LCDC Review Required for UGB Amendments*

This OAR has specific requirements for city UGB expansions of more than 50 acres. This application proposes an expansion of only 6.42 acres.

**OAR 660-024-0080 is not applicable.**

**3. CLACKAMAS COUNTY COMPREHENSIVE PLAN GOALS AND POLICES:**

*Chapter 2: Citizen Involvement*

Chapter 2 aims to promote public participation in the County's land use planning. Its policies largely focus on the County's Community Planning Organization (CPO) program and methods for informing and involving the public, policies which this application does not propose to change. This application has been processed according to the requirements of ZDO 1307, which implement public notification policies of Chapter 2.

**This application is consistent with Comprehensive Plan Chapter 2.**

*Chapter 4: Land Use*

Chapter 4 includes the definitions of urban and rural land use categories and outlines policies for determining the appropriate Comprehensive Plan land use designation for all lands within the County. This application does not propose to change any Comprehensive Plan land use designation, but rather to expand a UGB to allow it to be annexed by the City and used for public facilities supportive of urban uses.

The 'Urbanization' section of Chapter 4 addresses the designation of lands for urban uses. The Board finds that the following policies are relevant to this application:

*4.A.2: Coordinate with affected cities in designating urban areas outside of Metro. Land designated as a Rural Reserve, as shown on Map 4-9, shall not be designated as an Urban Reserve or added to an urban growth boundary.*

The proposed amendment would expand the City's UGB only into a URA and not into a Rural Reserve. The City has initiated review of this application and concurs

with the applicant that the proposed expansion is necessary to meet identified longer-term needs.

*4.A.4: Establish Urban Growth Management Areas and Urban Growth Management Agreements to clarify planning responsibilities between the County and cities for areas of mutual interest.*

The County and the City jointly adopted an Urban Growth Management Agreement (UGMA) in 2001. The UGMA requires that an amendment proposed to the City's UGB be a coordinated City-County effort, with adoption by both the City and the County. The UGMA prohibits the County from considering adoption of any City UGB amendment unless adopted by the City first, and holds that the City is responsible for initiating all legislative amendments.

As noted previously, review of this application was initiated by the City with a noticed public hearing before their Planning Commission on February 11, 2020, and another before their City Council on March 2, 2020.

*4.C.3: For land within the urban growth boundaries of Canby, Estacada, Sandy, and Molalla, require annexation to a city as a requirement for conversion to Immediate Urban unless otherwise agreed to be the City and the County.*

The expansion area would continue to be zoned EFU and under the jurisdiction of the County until it is annexed and rezoned by the City under a separate application.

*4.E.1: The following policies apply to Urban Reserve areas established pursuant to OAR 660, Division 21: (1) ...The cities of Sandy, Molalla, Estacada and Canby, in coordination with Clackamas County, may designate and adopt other urban reserve areas in a manner consistent with OAR 660-021-000; (5) Lands within a designated Urban Reserve area shall continue to be planned and zoned for rural uses in a manner that ensures a range of opportunities for the orderly, economic and efficient provision of urban services when the lands are included in the Urban Growth Boundary. Planning and zoning shall be done in a manner consistent with OAR 660-021-000 and the Metro Code, in areas where Metro has jurisdiction.*

The City's URA has already been designated in coordination with the County. This application proposes to expand the UGB in to that established URA to provide public facilities that the City agrees are necessary. Until the expansion area is annexed by the City and appropriately rezoned, it will continue to be subject to the County's jurisdiction and the land use provisions for the EFU zoning district. Metro does not have jurisdiction over the proposed expansion area.

**This application is consistent with Comprehensive Plan Chapter 4.**

## *Chapter 11: The Planning Process*

Chapter 11 contains polices under its ‘*City, Special District, and Agency Coordination*’ section that encourage the involvement of relevant state and regional governments, cities, and special districts in the planning process, consistency between city and County plans, and public engagement. The ‘*Amendments and Implementation*’ section of this chapter also contains procedural standards for Comprehensive Plan amendments and requirements for the Plan and implementing regulations in ZDO Section 1307 to be consistent with Statewide Planning Goals.

Earlier findings demonstrate that, with the adopted conditions of approval, the proposed UGB expansion are indeed consistent with Statewide Planning Goals. The process followed for consideration of this application is in compliance with Section 1307’s notification standards. Specifically, notice of the County’s public hearings was provided to property owners within 750 of the proposed expansion area 20 days in advance, and notice published in the local newspaper at least 10 days in advance. ODOT signed this application as an owner of some of the property proposed for inclusion in the UGB, and DSL was provided notice in order for them to comment on any wetland-related requirements of the State. The Sandy CPO is currently inactive.

**This application has been processed consistent with Comprehensive Plan Chapter 11 and implementing regulations in ZDO Section 1307.**





June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

First reading of an Ordinance Amending County Code  
Chapter 2.15, County Internal Auditor

<b>Purposes/Outcome</b>	To add Chapter 2.15, County Internal Auditor to Clackamas County Code.
<b>Dollar Amount and Fiscal Impact</b>	No increased cost associated with the addition.
<b>Funding Source</b>	County Internal Auditor position is funded through the County Treasurer budget.
<b>Duration</b>	Indefinite until amended.
<b>Previous Board Action</b>	The County Internal Auditor position was authorized and the County Internal Audit Charter adopted by the Board on April 23, 2015. This matter was presented at the May 12, 2020 Policy Session.
<b>Strategic Plan Alignment</b>	County Internal Audit strives to provide unbiased perspectives, serve as a conduit for conversation, advocate for continuous improvement, and encourage transparent, well-informed decision making. Codifying this County resource demonstrates a commitment to the County's strategic priority of Building Public Trust through Good Government. Risk-based audit engagements are designed to enhance governance, risk management, and control processes supporting the achievement of the Board's strategic goals.
<b>Contact Person</b>	Jodi Cochran, Clackamas County Chief Audit Executive

**Background:**

The County Internal Audit function was established by the Board in 2015, when it authorized the appointment of a County Internal Auditor and approved the Internal Audit charter. County Internal Audit is an independent function designed to add value and help Clackamas County achieve its objective by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of governance, risk management, and control processes.

County Internal Audit independence is enhanced by a dual-reporting structure. The County Internal Auditor, its Chief Audit Executive (CAE), reports administratively to the elected County Treasurer and functionally to the Internal Audit Oversight Committee. This structure encourages direct and unrestricted access to “all things Clackamas County.” It also supports a service environment free from conditions that threaten the CAE’s ability to maintain objectivity.

The value of internal audit services depends on its independence and objectivity. The Institute of Internal Auditors’ *International Standards for the Professional Practice of Internal Auditing* require the internal audit function “have freedom from conditions that threaten the ability of the internal audit activity to carry out internal audit responsibilities in an unbiased manner.” This includes protections in place to safeguard the audit organization. Eight of eight local county/city audit shops have governance established in their county or city code (Multnomah County; Washington County; Metro; City of Portland; Clark County, Wa; Deschutes County; Jackson County; and Lane County).

Clackamas County Internal Audit is not designated in Code. The Internal Audit Oversight Committee approved the proposed language codifying the resource at its May 6, 2020 meeting and recommended the Code amendment be presented to the Board for consideration. This matter was presented at the May 12, 2020 Board Policy Session.

**Recommendation:**

Staff respectfully request the Board hold a public hearing for the first reading of this ordinance and provide any requested changes and then schedule for a second reading on Thursday, June 25, 2020 for adoption of this ordinance.

Respectfully submitted,

Jodi Cochran, CPA, CIA, CRMA  
Clackamas County Chief Audit Executive

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending the  
Clackamas County Code by Adding Chapter 2.15, County Internal Auditor**

WHEREAS, the office of the County Internal Auditor is created to provide independent, objective assurance and consulting services designed to add value and improve the county's operations through improved performance and efficacy of government;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 2.15, County Internal Auditor is hereby added to the Clackamas County Code is hereby as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

## Proposed Code Addition – Chapter 2.15, County Internal Auditor

**Chapter 2.15****2.15 COUNTY INTERNAL AUDITOR****2.15.010 Office of County Internal Audit**

The Office of County Internal Audit is created and the person holding that office shall act as the head of internal audit for the County. The office consists of the County Internal Auditor and such subordinate employees as the Board of County Commissioners may provide. It is the policy of Clackamas County to maintain the Office of Internal Audit as a means of providing independent, objective assurance and consulting services designed to add value and improve Clackamas County's operations through improved performance and efficacy of governance, risk management, and control processes.

This code establishes the general authority and responsibility of the Office of County Internal Audit and the Internal Audit Oversight Committee. It supersedes any other Internal Audit charter or code.

**2.15.020 Appointment of County Internal Auditor**

The County Internal Auditor shall be appointed by or dismissed by the County Treasurer in consultation with the County Administrator and the Internal Audit Oversight Committee.

**2.15.030 Qualifications**

The County Internal Auditor shall possess adequate professional proficiency. Preference will be given to those applicants holding at least one of the following designations: Certified Public Accountant, Certified Internal Auditor, or Certified Fraud Examiner.

**2.15.040 Independence**

- A. The County Internal Auditor has neither a management nor a policy role; and no operational authority nor responsibility. Rather the County Internal Auditor provides independent and objective information about County programs and services.
- B. The County Internal Auditor governs the office by adherence to the Institute of Internal Auditor's *International Professional Practices Framework* and its mandatory guidance. The office will be considered independent as defined by that framework and shall remain free of influence by any organizational elements.
- C. The County Internal Auditor reports functionally to the Internal Audit Oversight Committee and administratively to the elected County Treasurer. If the office conducts an audit of an activity for which the County Treasurer is or was responsible, the audit scope will state that the auditors are not organizationally independent with regard to the entity being audited.

**2.15.050 Authority**

- A. The County Internal Auditor is authorized to examine and evaluate the operations and activities of any office, department, political subdivision, or organization which receives appropriations from the Board of County Commissioners, or for which governing bodies are appointed by the Board of County Commissioners.

- B. The County Internal Auditor is authorized to perform special reviews and investigate allegations of fraud, waste, abuse, or misuse of County assets and resources.
- C. The County Internal Auditor shall have full, free and unrestricted timely access to all information, records, property, and personnel required to conduct an audit or otherwise perform audit duties, including confidential and legally privileged information and records so long as privilege is not waived as to third parties.
- D. The County Internal Auditor shall have full, free and unrestricted access to all contractually-required financial and performance-related records; and property, equipment and services purchased in whole or in part with County funds, in the custody of County contractors and subcontractors.
- E. The County Internal Auditor has the authority to request reasonable assistance from appropriate County personnel in acquiring requested records, documents and files, as well as inspection and entry privileges to all assets owned, leased, or borrowed by the County.

#### **2.15.060 Confidential Information**

The County Internal Auditor shall not disclose confidential or legally privileged information and records to the extent allowed by law. The County Internal Auditor shall maintain the confidentiality of information submitted in confidence and the identity of the provider of such information to the extent allowed by law, except as the County Internal Auditor deems necessary to discharge the Auditor's duties or as directed by the appropriate legal authority pursuant to a public records request or by a court of competent jurisdiction.

#### **2.15.070 Duties**

The County Internal Auditor shall perform all day-to-day functions necessary for the administration and management of the Office of Internal Audit. Such duties include but are not limited to:

- A. Develops and implements policies and procedures for the Office of Internal Audit in compliance with the Institute of Internal Auditor's International Professional Practices Framework and its mandatory guidance.
- B. Delivers assurance and consulting services to the Board of County Commissioners and County Administrator, including financial and performance audits of any office, department, political subdivision, or organization which receives appropriations from the Board of County Commissioners, or for which governing bodies are appointed by the Board of County Commissioners.
- C. Advises the Board of County Commissioners, County Administrator, and County departments on the continuous improvement of County governance, risk management, and control processes.
- D. Makes recommendations to the Board of County Commissioners, County Administrator, and County departments to enhance the security of county assets, accuracy and reliability of financial and operational information, compliance with legal and regulatory requirements, quality of county services and programs, and the results achieved through the use of tax dollars and other public resources.

**Proposed Code Addition – Chapter 2.15, County Internal Auditor**

- E.** Provides final audit reports to the public, Board of County Commissioners, County Administrator, and County departments, as allowed by public records law.
- F.** Selects, appoints, directs, supervises, disciplines and dismisses all Office of Internal Audit staff consistent with County policies and procedures.

**2.15.080 Internal Audit Oversight Committee**

- A.** The Internal Audit Oversight Committee objectives are to ensure the Office of Internal Audit is independent and to promote the effectiveness and integrity of the office.
- B.** The Internal Audit Oversight Committee shall be comprised of seven members, as follows:
  - a. Chair of the Board of County Commissioners,
  - b. Vice Chair of the Board of County Commissioners,
  - c. County Counsel,
  - d. County Administrator, and
  - e. Three members of the community appointed by the County Treasurer from a list of nominees submitted by the County Internal Auditor, for a term of twenty-four (24) months.
  - f. The County Treasurer may serve as a non-voting member.
- C.** The Internal Audit Oversight Committee shall perform functions necessary to meet its objectives. Such duties include but are not limited to:
  - a. Approves the Office of County Internal Audit charter and recommends charter for Board of County Commissioners adoption.
  - b. Recommends internal audit priorities to the County Internal Auditor and approves risk-based audit plan and associated resource allocations.
  - c. Reviews and analyzes all audit reports.
  - d. Evaluates management's responses to audit recommendations and noted opportunities for improvement.
  - e. Ensures no unreasonable restrictions are placed on the County Internal Auditor.
  - f. Facilitates transparent communication between County Internal Auditor, County Administrator, and Board of County Commissioners.
  - g. Adopt bylaws to allow the Internal Audit Oversight Committee to perform its necessary functions in an open, orderly, and transparent manner.





Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

Public Services Building

2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Extension & 4-H Service District  
Supplemental Budget (Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2019-  
2020

Purpose/Outcome	Supplemental budget change FY 2019-2020
Dollar Amount and Fiscal Impact	The effect is a neutral change in appropriations
Funding Source	Not applicable
Duration	July 1, 2019-June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

**BACKGROUND:**

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.473 which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Clackamas County Extension & 4-H Service District is transferring from special payments to fee expense for costs associated with Treasury investment service fee cost.

The effect of this Resolution is a neutral change in appropriations.

**RECOMMENDATION:**

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

Sincerely,

Elizabeth Comfort, Interim Finance Director

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items  
Greater Than 10 Percent of the Total  
Qualifying Expenditures and Making  
to Appropriations for Fiscal 2019-20



Resolution Order No. \_\_\_\_\_

*Page 1*

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

WHEREAS, a supplemental budget for the period of July 1, 2019 through June 30, 2020, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 11, 2020.

WHEREAS; the funds being adjusted are:

. Clackamas County Extension & 4-H Service District Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2019 through June 30, 2020.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11th day of June 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**June 11, 2020**

**CLACKAMAS COUNTY EXTENSION & 4-H SERVICE DISTRICT**

Expenses:		
Materials and Services	\$	5,000
Special Payments		(5,000)
Total Expenditures	<u>\$</u>	<u>-</u>

Clackamas County Extension & 4-H Service District is transferring from special payments to fee expense for costs associated with Treasury investment service fee cost.



Gregory L. Geist  
Director

June 11, 2020

Water Environment Services Board  
Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Regional Wastewater System Cooperative Intergovernmental Agreement

<b>Purpose/Outcomes</b>	Approval of the Regional Wastewater System Cooperative Intergovernmental Agreement
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	The Agreement ends June 30, 2022, with options for extensions and mutual review.
<b>Previous Board Action/Review</b>	BCC issued invitation to participate in Oregon Consensus process; approved IGA to engage Oregon Consensus; Multiple Issues discussions re progress of conversation by the WIGCP Group.
<b>Counsel Review</b>	This IGA was reviewed and approved by County Counsel through multiple drafts, including finalization in March 2020.
<b>Strategic Plan Alignment</b>	1) Build public trust through good government.
<b>Contact Person</b>	Chris Storey, WES Assistant Director 503-742-4543
<b>Contract No.</b>	N/A

**BACKGROUND:**

On and off for several years, various constituencies and city councils have expressed concern over their lack of control over Clackamas Water Environment Services (“WES”). There have been past efforts to resolve the issue without permanent agreement. To address those long-standing concerns, the Board of County Commissioners (“BCC”) as the governing body of WES contracted with and 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 to understand the variety of issues and concerns regarding wastewater services.

A representative group of elected officials, unincorporated representatives, business owners and industry experts was formed to discuss those interests, which began meeting monthly for several hours per month to explore mutually acceptable means of addressing the issues. The process was based on a consensus approach, such that there had to be unanimous agreement for a proposal to move forward. Certain city partners shared the costs of the Oregon Consensus process with WES, which was much appreciated. WES, County Administration, and partner city staff supported the committee and consistent with the survey the group received briefings on the regional system from WES staff and city public works directors.

WES Staff would like to specifically thank the members of the Clackamas County Wastewater Infrastructure Governance Collaborative Process (the “WIGCP Group”) who dedicated many hours to finding mutually agreeable solutions to address the concerns of all parties, namely:

- BCC Chair Jim Bernard
- BCC Commissioner Paul Savas
- Gladstone Mayor Tammi Stempel
- Johnson City Mayor Vince Ballard
- Oregon City Mayor Dan Holladay
- West Linn Mayor Russ Axelrod
- Happy Valley Counselor Markley Drake
- Milwaukie Counselor Angel Falconer
- WES Adv. Comm. Chair Diana Helm
- WES Adv. Comm. Vice-Chair Greg DiLoreto
- WES Adv. Comm. Member Tessah Danel
- WES Adv. Comm. Member Ron Weigel
- WES Director Greg Geist

And also to thank the facilitation work of Mr. Turner Odell of Portland State University’s Oregon Consensus team.

After approximately 9 months of information gathering and discussions, the WIGCP Group culminated in a negotiated intergovernmental agreement setting forth the rights, responsibilities and process to resolve the collective interests of the parties in March 2020, called the Regional Wastewater System Cooperative Intergovernmental Agreement (the “Agreement”).

The Agreement’s key terms include:

- Each of the six cities (Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, and West Linn) receiving wastewater service from WES would have an elected representative on the WES Advisory Committee (the “Committee”), and that representative would be chosen by the respective city council, not the BCC. Johnson City requested and was granted the ability to appoint a non-elected official if desired.
- The scope of the Committee would be modified to address the regional wastewater system, which would include on occasion the collection systems of partner cities that provide retail wastewater conveyance service.
- The Committee would review and provide direct input on all major issues considered by WES and the partner systems with respect to the regional wastewater system, including rates, fees, and system development charges. The Committee as a whole would provide recommendations to the BCC about all such matters.
- If three of the partner cities agree on the need for a separate conversation, they may convene the Elected Officials Enhanced Committee consisting solely of the representatives of the six cities, which is empowered to provide a separate, direct recommendation to the BCC regarding such subject matter.
- The bylaws of the Committee are to be amended after full adoption of the Agreement to implement and reinforce the terms of the Agreement, and describe a consensus-based approach to addressing diverse viewpoints.

The Agreement has a term through June 30, 2022, with the intention of checking back in with the parties to test its’ effectiveness and see if any amendments may be needed. If not, the

representatives intended that it would be extended and remain the guiding document for regional wastewater system governance and cooperation.

The Agreement has been presented to the full city councils of the six partner cities over the past few months, and it has been adopted by each of them without change. Adoption by the BCC is the last step remaining for finalization of the Agreement. This Agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

WES staff recommends the Board, acting as the governing body of WES, approve the Regional Wastewater System Cooperative Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in blue ink that reads "Greg Geist". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Greg Geist  
Director, Clackamas Water Environment Services

Attachments:  
Regional Wastewater System Cooperative Intergovernmental Agreement

**REGIONAL WASTEWATER SYSTEM COOPERATIVE  
INTERGOVERNMENTAL AGREEMENT**

THIS REGIONAL WASTEWATER TREATMENT COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Water Environment Services (“WES”) an ORS 190 municipal partnership, and the City of Gladstone, City of Happy Valley, City of Johnson City, City of Milwaukie, City of Oregon City, and City of West Linn, each a municipal corporation (each, a “City” and together, the “City Partners”). Collectively, WES and the City Partners are collectively referred to as the “parties” and individually as a “party.”

WHEREAS, WES is the regional wastewater service provider in Clackamas County and serves the citizens of the City Partners and unincorporated residents, protecting public health and the environment, and supporting economic development through the provision of rate-based services; and

WHEREAS, several of the City Partners own and operate a wastewater collection system; and

WHEREAS, the City Partners, WES, and representatives of unincorporated Clackamas County participated in a regional conversation facilitated by Oregon Consensus to address outstanding issues pertaining to governance of regional wastewater system; and

WHEREAS, as part of that process, WES and the City Partners recognized that the collective systems operated by each of them has an impact on the others as part of an integrated regional system, and that it is important to provide opportunities for information sharing and input regarding the overall condition and operation of key elements of the system(s) to each other; and

WHEREAS, to address the issues identified in the Oregon Consensus process, WES and the City Partners have agreed to work together in a collaborative forum where information regarding WES and City Partners share information regarding activities pertaining to the provision of wastewater services; and

WHEREAS, the parties agree that the WES Advisory Committee (the “Committee”) is the best place to establish that collaborative forum; and

WHEREAS, the City Partners desire specific representation on the Committee to ensure that the interests of their community are considered;

NOW, THEREFORE, WES and the City Partners each covenant and agree to the following:



## **Section 1      Obligations of WES.**

- 1.1 Elected Representative on WES Advisory Committee. Currently some but not all City Partners have an elected representative serving on the Committee. WES shall amend the bylaws of the Committee to allow each city to appoint an elected representative to the WES Advisory Committee. Each City Council or Commission of a City Partner shall designate an elected representative to serve on the Committee. This member shall serve at the discretion of the appointing City only.
  
- 1.2 Information to Committee. WES shall provide sufficient information to the Committee such that the Committee can effectively:
  - A. Review, discuss and make recommendations on wastewater services policy issues such as, rates, financial and budgetary policies, new programs, and capital improvement plans that have the potential to impact the regional wastewater treatment systems;
  
  - B. Provide WES with feedback on new fees, rules and regulations, and other long-range planning initiatives;
  
  - C. Recommend a five-member subcommittee to serve as the WES budget committee, which will perform duties consistent with county practices and state law;
  
  - D. Represent his or her community or interest group to ensure wastewater services projects and policies reflect the community's input and needs; and
  
  - E. Support and assist, where feasible, with implementation of public engagement strategies on issues relating to wastewater services, inflow/infiltration, bio-solids management, and other related topics.

The City Partners through their representatives on the Committee shall have an opportunity to provide feedback and input on the topics listed above, as well as other issues presented by WES or City Partners consistent with the Committee bylaws, and the governing body of WES shall consider such feedback in making a final determination regarding a proposal or course of action.

- 1.3 City Partner Enhanced Committee. If a City Partner determines that a recommendation from the Committee regarding issues such as rates, system development charges, or capital projects is detrimental to the interests or objectives of said City Partner, then said City Partner may request that the City Partners convene the "Elected Officials Enhanced Committee," consisting

exclusively of the City Partner representatives on the Committee. Upon obtaining the support of two other City Partners, the City Partners may hold an Elected Officials Enhanced Committee Meeting. The Elected Officials Enhanced Committee may, by a majority vote, provide a separate recommendation to the WES governing body or a City Partner governing body, as applicable, setting forth a recommendation(s) on such issue. Upon such vote, the staff of a City Partner (as decided by the Elected Official Enhanced Committee) shall draft and transmit the recommendation to the appropriate governing body for due consideration.

## **Section 2      Obligations of Each City.**

- 2.1 Member Appointment and Service. Each City Partner shall appoint an elected official<sup>1</sup> currently serving on its governing body as a member of the Committee. This appointment is not subject to WES governing body approval.
- 2.2 Information to Committee. Each City Partner shall provide sufficient information to the Committee such that the Committee can effectively:
  - A. Review, discuss and make recommendations on wastewater service policy issues such as rates, financial and budgetary policies, new programs and capital improvement plans that have the potential to impact the regional wastewater or surface water system;
  - B. Provide such City Partner with feedback on new fees, rules and regulations, and other long-range planning initiatives;
  - C. Represent their community or interest group to ensure wastewater service-related projects and policies reflect the community's input and needs; and
  - D. Support and assist, where feasible, with implementation of public engagement strategies on issues relating to wastewater services, inflow/infiltration, bio-solids management, and other related topics.

The Committee shall provide feedback and input for said topics and the governing body of the City Partner shall consider such feedback in making a final determination regarding a proposal or course of action.

## **Section 3      Committee Operation.**

- 3.1 Applicability of Committee Bylaws. The Committee shall operate consistent with its duly adopted Bylaws, as amended to implement this Agreement and the concepts from the Clackamas County Wastewater Infrastructure Governance

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<sup>1</sup> In the case of Johnson City, the elected officials may appoint a city resident or property owner within the city to serve on the Committee.

Collaborative Process as discussed during the process, and as otherwise amended from time to time. The WES Advisory Committee, when fully constituted consistent with this Agreement, shall consider the conforming changes to the Bylaws and adopt as agreed thereby.

#### **Section 4      General Provisions.**

- 4.1 Term. This Agreement shall commence on March 1, 2020 and continue through June 30, 2022. The Parties hereto agree to revisit the commitments and process outlined herein for effectiveness prior to the end of the term and may extend or modify the term as may be agreed at that time.
- 4.2 Relationship to Other Agreements. This Agreement is intended to set forth the entire understanding of the parties only with respect to the matters set forth herein. It is not intended and does not terminate, modify or supersede any other agreement between the parties. Any and all such other agreements between the parties shall be unaffected by this Agreement.
- 4.3 Termination. The parties may agree to terminate this Agreement at any time upon mutual agreement in writing. Any party may withdraw from the Agreement at any time upon 30 days written notice to the other parties.
- 4.4 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 4.5 Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties on the matter at issue. 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 all parties unless in writing and signed by all 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 any party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- 4.6 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.
- 4.7 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.

- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____
THE CITY OF JOHNSON CITY	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____
THE CITY OF OREGON CITY	WATER ENVIRONMENT SERVICES
By: _____	By: _____
Title: _____	Title: <u>Chair of BCC as</u> <u>WES Governing Body</u>
ATTEST: _____	ATTEST: _____
THE CITY OF WEST LINN	
By: _____	
Title: _____	
ATTEST: _____	

**Place Holder – more to come.**

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

In the Matter of a Denouncing  
Racism, Condemning Violence and  
Countering Systemic  
Discrimination



Resolution No. \_\_\_\_\_

This matter coming

\_\_\_\_\_ ; and

**Whereas,**

\_\_\_\_\_ ; and

**Whereas,**

\_\_\_\_\_ ; and

**Whereas,**

\_\_\_\_\_ ; and

**NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolved**

\_\_\_\_\_.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Professional Services Agreement  
with Oregon Community Health Information Network, Inc, (OCHIN)  
for billing services for the Clackamas Health Centers

<b>Purpose/Outcomes</b>	Provide billing services to Clackamas Health Centers (CHC).
<b>Dollar Amount and Fiscal Impact</b>	This is a no maximum agreement. This agreement is funded through revenue generated from the fees for services provided at CHC.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective upon signature and expires after a five year term
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	No previous Board action
<b>Contact Person</b>	Deborah Cockrell, FQHC Director – 503-742-5495
<b>Contract No.</b>	9699

**BACKGROUND:**

Clackamas Health Centers (CHC) of the Health, Housing & Human Services (H3S) Department requests the approval of the Professional Services Agreement with OCHIN for billing services for CHC patient services.

OCHIN provides billing services to the CHC clinics. There are various functions related to billing services, up to and including: Insurance Accounts Receivable follow-up, Insurance Payment Posting, Adjustments and Write-offs, Requests for Refunds, Appeals, Standard Month End Reports, and Remote Training. This is a Sole Source Procurement due to the exclusive partnership that exists with OCHIN as the Electronic Health Record (EHR) Administrator for CHC clinics and patient services. The Sole Source Notice was posted on ORPIN on May 15, 2020 for seven (7) days in compliance with LCRB C-047-0275 rule and no protests were received during the protest period. The total amount of the agreement is unknown because it is based in revenues collected, which cannot be projected with certainty. This agreement allows for no disruption in current services.

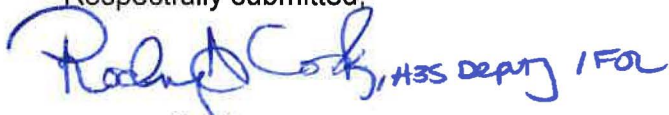
This agreement is effective upon signature and continues through no expiration. County Counsel approved this agreement on May 20, 2020.



**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing, and Human Services

## Billing Service Agreement Between Clackamas County and OCHIN Inc.

#9699

**OCHIN:**

OCHIN, Inc.  
1881 SW Naito Parkway  
Portland, OR 97201

and

**Member:**

Clackamas County  
2051 Kaen Road, #367  
Oregon City, OR 97045

Contact for Notices: Abby Sears  
Phone: (503) 943 2500  
Fax: (503) 943-2501  
E-mail: [searsa@ochin.org](mailto:searsa@ochin.org)

Contact: Sarah Jacobson  
Phone: 503.742.5303  
Fax: 503.742.5979  
Email: [S.Jacobson@clackamas.us](mailto:S.Jacobson@clackamas.us)

OCHIN will provide the billing services described below and in Attachment A (the "Billing Services") and subject to Attachment B ("Business Associate Agreement") to Clackamas County ("Member") for professional services rendered by Member.

1. **Base Billing Services.** Subject to the exclusions identified in Section 2 and on the Attachment, OCHIN will provide the following base billing services ("Base Billing Services") on behalf of Member:
  - 1.1 **Insurance Billing.** OCHIN will process Member information and submit electronic claim files to OCHIN's clearinghouse, or papers claim to insurers. The information will be provided by Member via paper or electronic media (form of media to be agreed to by the parties in advance) and will be delivered to OCHIN's location. Member is responsible for the completeness and accuracy of the information provided. OCHIN will assist Member by identifying incomplete information, which Member will be responsible for obtaining, and by sending electronic claim files to OCHIN's clearinghouse, or paper claims to the appropriate insurer on behalf of Member using demographic and charge data furnished by Member.
  - 1.2 **Insurance Accounts Receivable Follow-Up.** With respect to insurance billing and accounts receivables, OCHIN Base Billing Services include claims generation, clearinghouse edits; payments, denials, and correspondence with insurers; payment posting; managing the credit workqueues and coordinating refunds with Member; managing the follow-up workqueues; and providing monthly standard reports and performing high-level reimbursement analysis.
  - 1.3 **Insurance Payment Posting.** OCHIN will receive electronic remittance advice ("ERA") from insurers. Member will notify OCHIN daily of when payments associated with ERAs are electronically deposited into Member's banking account or provide access to the account so OCHIN can verify. OCHIN will post and reconcile these payments and will provide the reconciliation to Member.
  - 1.4 **Adjustments and Write-offs.** OCHIN will coordinate with Member regarding adjustments and write offs to charges. Contractual write offs will be processed according to the terms of the individual payor agreements executed between the Member and payor.
  - 1.5 **Requests for Refunds.** OCHIN will process insurance refund requests, follow Member refund policies, and submit refunds to Member in a timely manner. Member will issue all refund checks.
  - 1.6 **Patient Inquiries.** OCHIN will field and respond to patient inquiries regarding insurance billing and payment issues.
  - 1.7 **Appeals.** OCHIN will file appeals for non-payments, reduced payments, and denials from Insurance companies in a timely manner.
  - 1.8 **Standard Month End Reports.** OCHIN will report to Member on or before the seventh (7<sup>th</sup>) working day of each month regarding the status of billings and collections of Member for the immediately preceding month.
  - 1.9 **Remote Training.** OCHIN will provide up to 12 hours of remote training to Member each year. Any training requested by Member after the first 12 hours will be provided upon the terms and at the price agreed upon by the parties. If Member requests in-person training, and OCHIN, in its sole discretion, is able to accommodate that request, Member will be charged for all travel expenses incurred by OCHIN.

2. **Excluded Services.** The Billing Services provided by OCHIN will not include the services excluded in this Section 2 or those excluded in the Attachment.
  - 2.1 **Non-standard Reporting.** OCHIN will not produce non-standard reporting for Member.
  - 2.2 **Credentialing and Enrollment.** OCHIN is not responsible for any credentialing or provider enrollment functions.
  - 2.3 **Front Office Functions.** OCHIN is not responsible for any front office functions (e.g. registration, scheduling, and charge entry).
  - 2.4 **Coding.** Except as provided in the Attachment, OCHIN will not be responsible for reviewing patients' records, assigning numeric codes for each diagnosis and procedure, or any other coding functions.
  - 2.5 **Provider Master File and Fee Schedule:** OCHIN is not responsible for maintaining the provider master file or fee schedule.
  - 2.6 **Record Transport.** OCHIN will not be responsible for the cost of transporting data/paper from Member site to OCHIN.
  - 2.7 **Unique Forms.** Except as provided in the Attachment, OCHIN will not print site/unique forms, checks and fee tickets.
  - 2.8 **Cash Management.** OCHIN will not provide cash management services for Member.
  - 2.9 **Collection of Prior Accounts Receivable located on the member's legacy system.** OCHIN will not be responsible for matters related to Member's accounts receivable existing on a legacy system. ("Prior A/R"). Any costs incurred by OCHIN related to such Prior A/R will be the sole responsibility of Member.
  - 2.10 **Self-Pay Billing and Collection.** Except as provided in the Attachment, OCHIN will not provide any self-pay billing or collection services.
  - 2.11 **Miscellaneous:** OCHIN is not responsible for any function or process listed under Member Authorization and Obligations (Section 3) or any other function or process that is not expressly listed in this Agreement or Attachment as an OCHIN responsibility.
3. **Member Authorization and Obligations.**
  - 3.1 Member authorizes OCHIN to perform the Billing Services, as well as all related acts that OCHIN deems reasonable and appropriate in order to meet its obligations under this Agreement and Attachment, subject to Member's rights of approval as expressly provided by this Agreement and Attachment.
  - 3.2 **Cooperation and Patient Care Information.** Member will reasonably cooperate in providing access to facilities and/or information reasonably required by OCHIN to perform the Billing Services. In addition, Member will provide OCHIN with accurate patient demographic and charge data, as well as medical reports when necessary or useful for OCHIN in the performance of its obligations. Member will pay all costs of producing and delivering to OCHIN, in paper media or electronic media (as the parties will subsequently agree), all patient demographic and billing information.
  - 3.3 **Registration.** Member will keep registration information accurate and will fix all registration errors within five (5) days and other errors affecting revenue generation in a timely manner.
  - 3.4 **Electronic Remittance.** In order to increase the speed and accuracy of payment posting, Member will work with OCHIN's clearinghouse to enroll in electronic remittance for those payors that offer such services through the clearinghouse.
  - 3.5 **Electronic Fund Transfer.** In order to speed receipt of funds and lessen the likelihood of lost checks, Member will enroll or maintain enrollment for Electronic Funds Transfer or EFT for those payors that offer this service
  - 3.6 **Credentialing and Enrollment.** Member is solely responsible for all required credentialing and enrollment for its clinic(s) and Providers, for ensuring that all of its Providers are kept active, and for ensuring that such credentialing and enrollment is in conformance with all applicable state and federal regulations.

- 3.7 Member's Revenue Cycle Responsibilities.** Member is responsible for provider and clinic enrollment, contracting with providers and payors, patient registration; patient and Provider scheduling, patient eligibility and payor identification, patient check-in process including collection of co-pays and non-covered service forms (ABN, etc.), claim pre authentication and referral verification; collecting payments at time of visit; patient care delivery; clinical documentation; coding of the visits; charge entry and managing the charge review and claim editworkqueues.
- 3.8 Claims Submission.** Member will insure that OCHIN receives, in a timely manner, all necessary documentation and information required for submission of a complete and accurate claim to insurance companies or OCHIN's clearinghouse.
- 3.9 Insurance Payments.** Any deposits for insurance payments made by Member directly into its bank account will be tracked and reconciled by Member. OCHIN shall not be responsible to collect Member remittances. Member is responsible for setting up a process for OCHIN to receive all insurance ERAs, scanned copies of remittances received by Member, EOBs and RAs from insurance carriers/plans. Member is responsible for all costs associated with this process.
- 3.10 Requests for Refunds.** All insurance requests for refunds will be sent directly to OCHIN. OCHIN will forward these requests for refunds to the Member in a timely manner and process the requests in accordance with Section 1.5.
- 3.11 Contracting.** Member is responsible for all contracting with providers and payors and handling all contracting issues. Member will resolve these issues in a timely manner.
- 3.12 Insurer/Health Plan and Provider Issues:** Member is responsible for handling all application and enrollment processes or requirements between Member and Insurers/Health plans and providers (e.g., NPI numbers, Medicare/Medicaid numbers and applications, and updating such information). Member will resolve any issues related to these processes or requirements in a timely manner.
- 3.13 Coding.** Member will be responsible for assigning and validating all procedure and diagnosis coding. Member will provide effective coding training to providers and other staff to ensure proper coding and to maximize revenue generation and collection. Member will resolve coding errors and/or coding issues in a timely manner.
- 3.14 Agreement to Indemnify.** In providing the Billing Services contemplated by this Agreement, OCHIN relies on the information provided by Member, and is not responsible for the accuracy of such information provided by Member. Member will endeavor to assure that the medical services provided by Member, its agents and employees are medically indicated and necessary or advised for the health of the patient. Furthermore, Member agrees to indemnify, defend, and hold OCHIN harmless from any claim related to or arising by reason of any negligent, willful, or reckless acts or omissions of Member or Member's employees and agents. Furthermore, OCHIN agrees to indemnify, defend, and hold Member harmless from any claim related to or arising by reason of any negligent, willful, or reckless acts or omissions of OCHIN or OCHIN's employees and agents.
- 3.15 Process for Indemnity.** Any party seeking indemnification under Section 3.14 must promptly notify the indemnifying party of the claim for which indemnification is sought and provide the indemnifying party with the information reasonably required for the defense of that claim. The party seeking indemnification shall grant the indemnifying party control over defense and settlement of the claim; provided, however, that the indemnifying party shall not settle any action on any terms or in any manner that adversely affects the rights of Member without Member's prior written consent, which shall not be unreasonably withheld or delayed. Member may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. A party's failure to perform any obligations under this section will not relieve the indemnifying party of its obligations under this section.
- 4. Compensation.** Member will compensate OCHIN for the Billing Services on a percentage-of-collections basis as set forth in the Attachment. OCHIN's charges will be payable as set forth in the Attachment. Connectivity costs related to the Billing Services will be payable by Member as provided in the Attachment **Compliance with Laws and Regulations.** In performing the Billing Services, OCHIN will at all times comply with all applicable governmental laws and regulations including, without limitation, all governmental, Medicare and Medicaid rules and regulations governing OCHIN's performance. Member and OCHIN specifically acknowledge that Member will provide services to beneficiaries of federal and state health care programs, including Medicare, and that OCHIN and Member have an obligation to comply with the requirements of such programs.
- 5. Books and Records.** OCHIN will maintain a reasonable file of office records, books, accounts, EOBs, check copies, correspondence, bankruptcy notices and refund requests in connection with services to be provided hereunder. Member will at all times have access to such records, accounts, and books, and to all files and other materials pertaining to this



exhibit, all of which OCHIN agrees to keep safe, available, and separate from any records not having to do with Member or its clinic. OCHIN will, at Member's request, make available such information at the request of Member's certified public accountants, which they may reasonably require in connection with their audits of Member and the preparation of Member's federal income tax returns. OCHIN agrees to keep for the minimum legally required time from the date of service, all records that are necessary to fully document the extent of Billing Services provided.

6. **Term & Termination.** The term of this Agreement shall begin on July 1, 2020 (the "Effective Date") and continue for five (5) years.
7. **Termination Procedures.** Either party may terminate the Billing Services on at least 90 days' written notice to the other specifying the termination date. In the event this Agreement or the Billing Services are terminated, for whatever reason, OCHIN will (a) discontinue, as of the agreed last day of service, processing Member's accounts receivable; (b) at Member's request, provide all of Member's paper documents and source work then in OCHIN's possession back to Member at Member's expense; and (c) have no further obligation hereunder. Member is responsible for coordinating and updating any payor agreements and subsequent billing demographics. All reports or other documents provided by OCHIN to Member at termination will be in paper media ("hard copy"). Upon request by Member, OCHIN will cooperate with Member to deliver such reports and documents in electronic media; provided that converting data to electronic media and delivering in electronic form will be at the sole expense of Member. As of the termination date, OCHIN will remove, and Member will permit OCHIN to remove without hindrance or delay, all equipment and other property of OCHIN that is located at the practice locations.
8. **Independent Contractor.** The relationship created by this Agreement is one of independent contractors. Nothing in this exhibit will be construed to create any other relationship between OCHIN, its employees or agents and Member. In the performance of all services covered by this Agreement, OCHIN and its employees and agents will at all times act as an independent contractor and will not be considered employees of Member. OCHIN shall be solely responsible for compensation of its employees and agents for Billing Services provided on behalf of OCHIN under the terms of this Agreement, including any unemployment or worker's compensation insurance premiums or benefits. The sole interest of Member is to ensure that Billing Services covered by this Agreement are performed in a competent and satisfactory manner.
9. **Warranties.** OCHIN warrants that it will perform services described in this Agreement in good faith and in a professional manner. OCHIN disclaims all other warranties, express, implied or statutory, including, without limitation, warranties of merchantability and fitness for a particular purpose. Member's exclusive remedy for any breach of this warranty shall be for OCHIN, upon receipt of written notice, to use diligent efforts to cure such breach, or, failing any such cure in a reasonable period of time, the return of fees paid to OCHIN hereunder with respect to the services giving rise to such breach.
10. **Limitation of OCHIN's Liability.** IN NO CASE WILL OCHIN BE LIABLE TO MEMBER FOR ANY CLAIM ARISING OUT OF PROVIDING THE BILLING SERVICES IN AMOUNTS EXCEEDING MEMBER'S TOTAL PAYMENTS TO OCHIN FOR THE BILLING SERVICES DURING THE PRECEDING 12 MONTHS. OCHIN WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS RESULTING FROM OR IN ANY WAY RELATED TO PERFORMANCE OF THE BILLING SERVICES, INCLUDING CLAIMS BASED ON THE NEGLIGENCE OF OCHIN. IN NO EVENT WILL OCHIN BEAR ANY RESPONSIBILITY FOR ERRORS OR DAMAGES CAUSED BY OR RESULTING FROM DELAYED OR ERRONEOUS INFORMATION PROVIDED BY MEMBER EXCEPT THIS LIMITATION OF LIABILITY DOES NOT APPLY TO CLAIMS ARISING OUT OF PERSONAL INJURY, PROPERTY DAMAGE, OR DATA BREACH.
11. **Dispute Resolution.** Disputes initiated by either Member or OCHIN that arise out of this Agreement will be resolved by the complaining party sending written notice to the other party describing the issue. The party receiving the notice will respond within fifteen (15) calendar days. If the issue is not resolved, then both parties agree to meet within twenty (20) days of receipt of the receiving party's response in order to resolve the matter.

[ Signature page follows ]

OCHIN:

DocuSigned by:  
*Abigail Sears*  
By: \_\_\_\_\_  
70785484A65144A...  
Abby Sears, Chief Executive Officer  
Date: 5/27/2020

**Clackamas County, signed on behalf  
of the Board of Commissioners:**

By: \_\_\_\_\_  
Name: Richard Swift  
Title: Director  
Date: \_\_\_\_\_

Approved as to Form:

*Kathleen J. Ricketts*      5/28/20  
County Counsel      Date

## Attachment A

**This Attachment is attached to and part of the Agreement between OCHIN and Member.**

1. **Workqueue Allocation.** OCHIN and Member will review all Member workqueues and will agree on an allocation of responsibility for workqueues. The allocation will be attached to this Attachment when completed and will then be part of this Attachment.
2. **Additional Services**

### **2.1. Self-Pay Billing and Collection Services**

- 2.1.1. **Patient Accounts Receivable Follow-Up.** OCHIN will pursue collection of outstanding Member receivables from self-payors in a timely manner. OCHIN shall provide the following: correspondence with patients; patient payment posting; managing the credit workqueues and coordinating refunds with Member; managing the account workqueues; coordinating patient collections; providing monthly standard reports and performing high-level reimbursement analysis related to patient balances.
- 2.1.2. **Patient Statements.** On a weekly basis, OCHIN will process and forward patient statement files to OCHIN's clearinghouse for the preparation of patient statements. Member will receive a separate invoice from the clearinghouse for patient statements. OCHIN will work with Member to establish self-pay collection policies. OCHIN will track past due balances, follow Member collection policies, and will make payment arrangements with patients in accordance with Member policies.
- 2.1.3. **Patient Inquiries.** OCHIN will field and respond to patient inquiries regarding billing and payment issues received by OCHIN.
- 2.1.4. **Collection Referrals.** OCHIN will refer collection of outstanding billings to collection agencies as appropriate and as directed by Member.
- 2.1.5. **Requests for Refunds.** All patient requests for refunds will be sent directly to OCHIN. OCHIN will forward these requests for refunds to Member in a timely manner and process the requests as provided in Section 1.5 of Exhibit G.
- 2.1.6. **Automated Patient Collection Calls.** OCHIN will provide Televox automated collection calls to patients.
- 2.1.7. **Patient Payment Member Obligations.** Notwithstanding anything to the contrary contained in Exhibit G or this attachment, Member is responsible for establishing a process for OCHIN to receive scanned copies of remittances received by Member from patients. Member will be responsible for all costs associated with this process.

### **2.2. Coding Support Services**

- 2.2.1. **Coding.** OCHIN will manage the charge review workqueues for Member. OCHIN, through a certified coder, will review charges held in these workqueues, correct non-medical errors, and make recommendations to Member's medical staff on any addendums to the medical record that might be needed, and will make recommendations for coding training.
- 2.2.2. **Addendum to Medical Records.** OCHIN will not correct or change CPT codes or diagnosis codes as part of the coding services provided under this Section 2.2. The Member's Providers or its designee must addend the medical record in the EMR system.

3. **Excluded Services.** Notwithstanding anything to the contrary contained in the Agreement or this Attachment, the Billing Services shall not include the following:

3.1. **Live Collection Calls.** The Billing Services will not include live, non-automated collection calls to patients.

3.2. **Departments excluded from Billing Services.** The Billing Services will not include any services relating to the following departments: This section intentionally left blank

**3.3. Payors excluded from Base Billing Services:** The Billing Services will not include any services relating to the following payors: This section intentionally left blank

**4. Compensation:** Member will compensate OCHIN for Billing Services at the rates listed below for each service included in the Agreement and this Attachment, payable as set forth herein.

**4.1. Base Billing Services**

**4.1.1. 5.5%** of non-DMAP Insurance Collections

**4.1.2. \$5.00** per Capitated and DMAP encounter

**4.2. Self-Pay Billing and Collection Services: 5.5%** of Patient Collections

**4.3. Coding Services: 0.5%** of Patient Collections and non-DMAP Insurance Collections



## Attachment B

### Business Associate Agreement Between OCHIN Inc. and Clackamas County

This Business Associate Agreement, dated as of July 1, 2020 (the "Agreement"), is entered into between Clackamas County (the "Covered Entity") and OCHIN Inc. (the "Business Associate").

#### Recitals

**WHEREAS**, the Parties have entered into, and may in the future enter into, one or more written agreements, that in connection with providing the services ("Services") which sometimes may involve (i) the creation, receipt, maintenance, transmission, or use of Protected Health Information (as defined below) and Electronic Protected Health Information, (as defined below) by Business Associate, or (ii) the disclosure of Protected Health Information and Electronic Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate (the "Agreement(s)");

**WHEREAS**, by providing the Services to Covered Entity under the Agreement(s), Business Associate acknowledges that it is acting as a Business Associate and that the creation, receipt, transmission, or maintenance of Protected Health Information and Electronic Protected Health Information by Business Associate is subject to the Privacy, Security, Breach Notification, and Enforcement rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. Parts 160 and 164. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)) and Business Associate's obligations under the HIPAA Breach Notification Regulations (at 45 C.F.R. § 164.410);

**WHEREAS**, this Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain, transmit, or use Protected Health Information and Electronic Protected Health Information on behalf of Covered Entity.

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the Parties agree as follows:

#### Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations, Security, Regulations and Breach Notification Regulations codified at 45 C.F.R. Parts 160 and 164. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

1.3 **Electronic Protected Health Information or EPHI.** "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 **Individual.** "Individual" shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 **Individually Identifiable Health Information.** "Individually Identifiable Health Information" shall have the same meaning as the term "individually identifiable health information" in 45 C.F.R. § 160.103.

1.6 **Protected Health Information or PHI.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

1.8 Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services or that person's designee.

1.9 Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

## 2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity provided that Business Associate uses and discloses PHI in the following manner:

2.1.1 consistent with the minimum necessary policies and procedures of Covered Entity; and

2.1.2. would not violate 45 C.F.R. Subpart E if done by Covered Entity, except as specified in paragraphs 2.2 and 2.3 of this section.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required By Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information ("De-Identified Information") is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

## 3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or subcontractor or agent of a Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI that was created for or received from or on behalf of Covered Entity, has executed an agreement containing substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate will ensure only those who reasonably need to know such information in order to perform Services receive such information and, in such case, only the minimum amount of such PHI is disclosed as is necessary for such performance.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a readable electronic format as agreed to by Covered Entity and Individual.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI, including EPHI, created, used, disclosed, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Business Associate or Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. §

164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

3.12 Remuneration in Exchange for PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Covered Entity notifies Business Associate that it obtained a valid authorization from the Individual specifying that the Individual's PHI may be exchanged for remuneration by the entity receiving such Individual's PHI.

3.13 Marketing. Business Associate must obtain or confirm that Covered Entity has obtained an authorization for any use or disclosure of PHI for marketing, as defined in 164.501.

#### 4. Obligations of Covered Entity.

4.1 Limited Disclosure Obligations. Covered Entity will limit the PHI provided to Business Associate to only that necessary to the representation of Covered Entity. Prior to the transmission of PHI to Business Associate, Covered Entity will notify Business Associate of the need to transmit PHI and will arrange with Business Associate for the proper and secure transmission of such PHI.

4.2 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.3 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.4 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.

#### 5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations with respect to all EPHI.

#### 6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI disclosed to Business Associate by Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.



6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Indemnification. Business Associate shall indemnify, defend and save harmless Covered Entity and each of its officers, directors, agents and employees from and against any and all third party claims, demands, suits and proceedings (each, a "Claim") and all related losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees that arise out of or result from:

- A. A breach by Business Associate of any of its representations, warranties, covenants or obligations contained in this Agreement;
- B. Business Associate's acts or omissions constituting bad faith, willful malfeasance, negligence or reckless disregard of its duties under this Agreement; or
- C. Accrue to or result from any of Business Associate's Subcontractors or any other person, firm or corporation acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties in furnishing or supplying services, material or supplies in connection with the performance of this Agreement.
- D. Any unauthorized access, use, modification or disclosure of PHI maintained, processed, created, received or transmitted by Business Associate or a Subcontractor; *provided however*, Business Associate shall have no liability for any unauthorized access, use, modification or disclosure of PHI made at the written direction of Covered Entity or pursuant to a good faith interpretation of the policies and procedures of Covered Entity.

For purposes of this Section 7, neither Business Associate nor any Subcontractor shall be considered an agent of Covered Entity. Business Associate's obligations under this Section 7 regarding indemnification will survive any expiration or termination of this Agreement.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations, HIPAA Security Regulations, or HIPAA Breach Notification Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations and the HIPAA Security Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: OCHIN Inc.  
Attn: General Counsel  
1881 SW Naito Parkway  
Portland, Oregon 97201

If to Business Associate: Clackamas County  
2051 Kaen Road, #367  
Oregon City, OR 97045

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

**Covered Entity**

By: \_\_\_\_\_  
Name: Richard Swift  
Title: Director

**Business Associate**

DocuSigned by:  
*Abigail Sears*  
By: \_\_\_\_\_  
Name: Abigail sears  
Title: CEO

**CLACKAMAS COUNTY  
GOVERNMENTAL CONTRACTING ADDENDUM  
Contract #9699**

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Health, Housing, and Human Services Department and its Health Centers Division and OCHIN ("Contractor"). This Addendum shall be attached to, and incorporated into, the OBS Personal Services Contract with OCHIN, Inc., ("Vendor Agreement"). As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2025.  
 [Software] This Contract may be extended only if ninety (90) days prior to the then expiration date, the Contractor provides a written quote to the County for a one year renewal term, and the County accepts a new renewal term by the issuance of an official County purchase order. Except for the renewal term and associated fee, no other terms and conditions of the original Contract may be changed through this process.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **Sarah Jacobson**.
- C. Invoices and Payments.** Invoices shall be submitted to: [healthcenterap@clackamas.us](mailto:healthcenterap@clackamas.us).  
 Payment and late fees shall only be in accordance with 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.
- D. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Suite 367, Oregon City, OR 97045 or [healthcentercontracts@clackamas.us](mailto:healthcentercontracts@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- E. Debt Limitation.** The 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.
- F. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:



1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.


4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. 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 breach entitling County to terminate this Contract for cause.
- G. Governing Law; Venue.** 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 County 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.
- H. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon ninety (90) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- I. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.
- J. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- K. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- L. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

- M. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives' access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- N. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- O. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- P. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

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

OCHIN, Inc.


Clackamas County, signing on behalf of the County Commissioners by:

DocuSigned by:  
  
 707854B1A05144A... 5/27/2020

Authorized Signature                      Date  
 \_\_\_\_\_  
 Abigail Sears                                  CEO  
 Name/Title (Printed)

Authorized Signature                      Date  
 \_\_\_\_\_  
 Richard Swift, Director  
 Name/Title (Printed)

Approved As To Form:

 5/28/20  
 \_\_\_\_\_  
 Clackamas County Counsel                      Date

June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment to the Intergovernmental Agreement with  
the City of Sandy  
for the SE Sandy ADA Improvements Project

<b>Purpose/ Outcome</b>	Amendment #1 adds \$75,000 to the Intergovernmental Agreement (IGA) for the construction of additional ADA Ramps in SE Sandy, Oregon. These improvements will provide new and replacement ADA Ramps to pedestrians for safer intersections for citizens within the SE Sandy neighborhoods.
<b>Dollar Amount and Fiscal Impact</b>	Original IGA CDBG funds: \$75,000 Amend #1 CDBG funds: \$75,000 <u>City of Sandy</u> \$28,000 Total Project funds: \$178,000
<b>Funding Source</b>	U.S. Housing and Urban Development (HUD) <b>No County General Funds are involved.</b>
<b>Duration</b>	June – September 2020, Planned Construction Schedule.
<b>Previous Board Action/ Review</b>	Intergovernmental Agreement approved by BCC on September 5, 2019
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	The original IGA was approved by County Counsel on August 7, 2019.
<b>Contact Person(s)</b>	Steve Kelly - H3S/ Community Development Division: (503) 650-5665
<b>Contract No.</b>	H3S 9439

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement Amendment #1 with the City of Sandy for the SE Sandy ADA Ramps Improvements Project. The Amendment would add \$75,000 of CDBG funds to the current \$75,000 for a new IGA total of \$150,000. The City will provide a minimum match requirement of \$28,000 toward the project.

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

Respectfully submitted,

 Gary A. Cook, H3S Deputy / For

Richard Swift, Director  
Health, Housing and Human Services

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
Between**

**CLACKAMAS COUNTY HEALTH HOUSING AND HUMAN SERVICES  
DEPARTMENT, COMMUNITY DEVELOPMENT DIVISION**

**And**

**THE CITY OF SANDY**

H3S Contract #: 9439

Board Order #: N/A

Amendment Requested by: Mark Sirois, CD Manager

Changes:       Scope of Work                       Contract Budget  
                     Contract Time                               Other

**Justification for Amendment No.1:**

The City of Sandy and the Community Development Division (CDD) determined there is a need to add to the original scope of work for the SE Sandy ADA Improvements Project for in the City of Sandy. The City of Sandy and their hired engineer (Curran-McLeod) determined additional ADA Ramps and Curbs would be useful in the work area on the SE side of Sandy, to make for a more improved project for the citizens of Sandy. Therefore, the City of Sandy and Curran-McLeod have requested additional available Community Development Block Grant (CDBG) funds for this upcoming project. The existing Intergovernmental Agreement (IGA) section III. Budget & Financial needs a language change for clarity.

The current CDBG funds allocated in the Intergovernmental Agreement for construction is \$75,000. The City has request additional available CDBG funds for \$75,000 dollars. Of the additional available funds, CDD's Project Coordinator would use \$10,000 dollars to administrator this construction project with the City's engineer. The new total of CDBG funds for the SE Sandy ADA Improvements Project would be \$140,000 to be used solely for construction work.

The original IGA stated that this project would be completed by June 30, 2020. This is not possible due to the COVID-19 pandemic that has occurred. Therefore, all parties agree that the new project will be completed by February 1, 2021.

No County General funds are involved in this project.

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TO AMEND

**TERMS**

3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development ("HUD"), Community Development Block Grant ("CDBG") funds toward the Project at the sum not to exceed **Seventy Five Thousand Dollars (\$75,000.00)** ("CDBG Funds") for accomplishing the Work required by this Agreement. The CDBG funds allocated for the Project will be paid directly to any contractor hired by County to perform the Work ("Contractor") upon full execution of a construction contract. The Agency agrees to pay all Project costs in excess of the CDBG funds, including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$120,000 dollars. If, following receipt of construction bid proposals as part of the County's public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and Agency agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

TO READ

**TERMS**

3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development ("HUD"), Community Development Block Grant ("CDBG") funds toward the Project at the sum not to exceed **One Hundred Forty Thousand Dollars (\$140,000.00)** ("CDBG Funds") for accomplishing the Work required by this Agreement. The CDBG funds allocated for the Project will be paid directly to any contractor hired by County to perform the Work ("Contractor") upon full execution of a construction contract. The Agency agrees to pay all Project costs in excess of the CDBG funds, including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$200,000 dollars. If, following receipt of construction bid proposals as part of the County's public bid process for construction or during performance of the construction contract, either party determines the Project

cannot be completed with available funds, the County and Agency agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

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**CITY OF SANDY**

39250 Pioneer Blvd.  
Sandy, Oregon 97055

  
\_\_\_\_\_  
Jordan Wheeler, City Manager

4/29/20  
\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services  
Department

\_\_\_\_\_  
Date



June 11, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$12,378 for a revised agreement maximum of \$61,097. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 21, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	061319-A2, 043020-A4
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9314; Subrecipient #20-004

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons living in the Gladstone service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

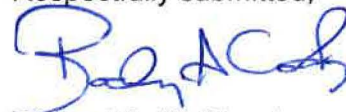
This amendment adds \$12,378 in funding for the 2019-20 fiscal year effective April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

Page 2 – Staff Report: H3S#9314  
June 11, 2020

**RECOMMENDATION:**

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

Respectfully submitted,



*Richard Swift, H3S Deputy / For*

Richard Swift, Director  
Health Housing & Human Services



Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9314 Subrecipient #: 20-004 Board Agenda #: 061319-A2, 043020-A4

Division: Social Services Amendment Number: 3

Contractor: City of Gladstone – Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$12,378.

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This Amendment #3, when signed by the City of Gladstone – Gladstone Senior Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended (“agreement”);

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$48,719**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

a. **Grant Funds.** The COUNTY's funding of **\$23,601** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,795** from Federal

Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$61,097**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$35,979** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,795** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

**12. Major Disaster Declaration number DR4499OR Agreement Provisions.** *County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and*

***Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.***

**III. AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**Amend:**

**CITY OF GLADSTONE - SENIOR CENTER**  
Fiscal Year 2019-20

	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CM	FF Act	16AORT3HD	FF & CARES Acts	16AIRT3PH	N/A	16AORNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
COVID Grant Award						6,104		N/A									6104	
Case Management	2,661	750						296								108 hrs	3,707	\$34.33
Reassurance	2,825	750						314								95	3,889	\$37.72
Information & Assist.	3,322							369								190	3,691	\$17.44
Transportation - OAA	4,288							477							1,175	1,567	5,940	\$2.74
Community Outreach	500							56								10	556	\$50.00
PHYSICAL ACTIVITY: FALLS PREVENTION (Evidence Based)							650	0		0						8.6 Classes	650	\$75.00
Trans - Ride Con In Dist								0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.								172						1,795	0	N/A	1,967	N/A
Medicaid Transp. non-medical								0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt			1,345		5,055			712							9,600	10,000	16,712	\$1.60
Medicaid Meals					(3,664)			(407)	(985)		11,925				(1,200)	1,250	5,669	\$4.86
<b>TOTALS</b>	13,596	1,500	1,345	-	1,391	6,104	650	1,988	(985)	-	12,631	344	11,548	1,795	10,625		\$62,532	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

**CONTRACT AMOUNT:**      \$                      48,719

Federal Award Total      \$                      25,396

To Read

**CITY OF GLADSTONE - SENIOR CENTER**  
Fiscal Year 2019-20

City of Gladstone – Gladstone Senior Center  
Subrecipient Grant Agreement #20-004, Amendment 3

Page 5 of 6

	OAA III B	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	16AAORT3HD	F & CARES Act	16AAIRT3PH	N/A	16AAORNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
COVID Grant Award		4,075			6,104		N/A									10,179	
Case Management	2,661	750					296								108 hrs	3,707	\$34.33
Reassurance	2,825	750					314								95	3,889	\$37.72
Information & Assist.	3,322						369								190	3,691	\$17.44
Transportation - OAA	4,288	1,000					477							1,175	1,567	6,940	\$2.74
Community Outreach	500						56								10	556	\$50.00
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)						650	0		0						8.6 Classes	650	\$75.00
Trans - Ride Con In Dist							0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.							172						1,795	0	N/A	1,967	N/A
Medicaid Transp. non-medical							0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt			471	3,422	7,850		433							10,142	10,565	22,318	\$2.07
Site Purchased Meals - Restaurant					960		0									960	
OAA Nutrition Supplies & Special Event					\$1,000		0		\$0							1,000	
Medicaid Meals				(2,773)	(891)		(308)	(985)		11,925				(1,200)	1,250	5,768	\$5.57
<b>TOTALS</b>	13,596	6,575	471	649	15,023	650	1,808	(985)	-	12,631	344	11,548	1,795	11,167		\$75,272	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations



**CONTRACT AMOUNT:**       \$                   61,097

Federal Award Total \$                   37,774

City of Gladstone – Gladstone Senior Center  
Subrecipient Grant Agreement #20-004, Amendment 3

Except as set forth herein, the COUNTY and the SUBRECIPIENT ratify the remainder  
of the Contract and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed  
by their duly authorized officers.

<p><b>City of Gladstone – Gladstone Senior Center</b></p> <p>By:  Jacquie Betz, City Administrator</p> <p>5-29-2020</p> <p>Date</p> <p><b>Approved as to Content:</b></p> <p> Colin Black, Center Manager</p> <p>5/29/2020</p> <p>Date</p>	<p><b>CLACKAMAS COUNTY</b></p> <p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p><b>Signing on Behalf of the Board:</b></p> <p>Richard Swift, Director Health, Housing &amp; Human Services Dept</p> <p>Date</p>
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June 11, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$35,994 for a revised agreement maximum of \$179,643. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 21, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	060619-A5, 043020-A2
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9270; Subrecipient #20-008

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons living in the Oregon City service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

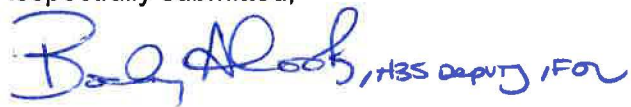
This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

This amendment adds \$35,994 in funding for the 2019-20 fiscal year effective April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S Deputy, For". The signature is stylized and cursive.

Richard Swift, Director  
Health Housing & Human Services



Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9270 Subrecipient #: 20-008 Board Agenda #: 0060619-A5, 043020-A2

Division: Social Services Amendment Number: 3

Contractor: City of Oregon City - Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$35,994.

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This Amendment #3, when signed by the City of Oregon City - Pioneer Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
  4. **Grant Funds** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$143,649**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$71,459** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation

Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$179,643**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$107,453** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

- 12. ***Major Disaster Declaration number DR4499OR Agreement Provisions. County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First***

City of Oregon City – Pioneer Community Center  
Subrecipient Grant Agreement #20-008, Amendment 3

***Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.***

**III. AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend

City of Oregon City - Pioneer Community Center  
Fiscal Year 2019-20

City of Oregon City – Pioneer Community Center  
Subrecipient Grant Agreement #20-008, Amendment 3

	OAA IIB	OAA IIB	OAA IIC1	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	NSIP	OAA & Other	Other State	Ride Connection			TriMet	MEDICAD	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds			In Dist	STF	5310 Funds	STF Funds	Funds	Funds				
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CM	FF Act	16AORT3HD	FF & CARES Act	16AORT3PH	16AORT3SP	Match	Funds	Funds	OR-65-012	N/A	N/A	N/A					
CFDA Numbers	93.044	93.044	93.045	93.045	93.045	93.045	93.043	93.053				20.513	N/A	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
COVID Grant Award						22,889			N/A										22,889	
LIEAP Intakes									N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792	2,150							533									176	7,475	\$39.37
Reassurance (contacts)	3,770	2,150							419									149	6,339	\$39.85
Information & Assistance	3,359								374									117	3,733	\$28.815
Transportation - OAA	13,988								1,555								2,331	4,663	17,875	\$3.00
Evidence-based Programming							650		0	0								8.6 Classes	650	\$75.00
OAA Meal Site Management			6,854		21,271			0	3,128								31,875	37,500	63,128	\$1.60
OPI HDM's										0								0	0	#DIV/0!
Medicaid HDM - APD					(8,207)			(2,206)	(913)						26,712		(2,380)	2,800	13,006	\$4.97
Transportation - Ride Con In District											22,188						1,345	2,689	23,533	\$8.25
Transportation - Ride Con Out-of-Dist												2,265					175	350	2,440	\$6.47
Transportation - Ride Con. Veh. Maint.									687				6,000				N/A	6,687	N/A	
Transport - non-med T19														5,024	10,306		1,085	15,330	\$14.00	
<b>TOTALS</b>	<b>25,909</b>	<b>4,300</b>	<b>6,854</b>	<b>0</b>	<b>13,064</b>	<b>22,889</b>	<b>650</b>	<b>(2,206)</b>	<b>5,783</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>37,018</b>	<b>2,075</b>	<b>33,346</b>	<b>185,158</b>		

Source of OAA Match - Staff time & Units of Service in excess of contract

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 143,649

Federal Award Totals \$ 77,459

To Read

**City of Oregon City - Pioneer Community Center**  
Fiscal Year 2019-20

City of Oregon City - Pioneer Community Center  
Subrecipient Grant Agreement #20-008, Amendment 3

Page 5 of 6

	OAA IIB Funds	OAA IIB Funds	OAA IIC1 Funds	OAA IIC2 Funds	OAA IIC2 Funds	OAA IID Funds	NSIP Funds	OAA & Other	Other State Funds	Ride Connection			TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE MENT RATE
										In Dist	STF	5310 Funds							
										TriMet	Funds	OR-85-012	N/A	N/A	N/A				
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CM	16AORT3HD	F & CARES Act	16AORT3PH	16AORNSIP	Other	Other	TriMet	Funds	OR-85-012	N/A	N/A	N/A				
CFDA Numbers	93.044	93.044	93.045	93.045	93.045	93.043	93.053	Match	Funds	Funds	N/A	20.513	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
COVID Grant Award		15,275			22,889			N/A										38,164	
LIEAP Intakes								N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792	2,150						533									176	7,475	\$39.37
Reassurance (contacts)	3,770	2,150						419									149	6,339	\$39.85
Information & Assistance	3,359							374									117	3,733	\$28.815
Transportation - OAA	13,988	1,000						1,555								2,331	4,663	18,875	\$3.00
Evidence-based Programming						650		0	0								8.6 Classes	650	\$75.00
OAA Meal Site Management			3,005	15,371	28,509		0	2,043								31,875	37,500	80,803	\$2.10
Site Purchased Meals - Restaurant					3,120			0									390	3,120	\$8.00
OAA Nutrition Supplies					2,500			0										2,500	
Medicaid HDM - APD				(9,644)	(3,224)		(2,206)	(1,072)					26,712		(2,380)	2,800	8,185	\$4.46	
Transportation - Ride Con In District										22,188						1,345	2,689	23,533	\$8.25
Transportation - Ride Con Out-of-Dist											2,265					175	350	2,440	\$6.47
Transportation - Ride Con. Veh. Maint.								687				6,000						6,687	
Transport - non-med T19													5,024	10,306			1,095	15,330	\$14.00
<b>TOTALS</b>	<b>25,909</b>	<b>20,575</b>	<b>3,005</b>	<b>5,727</b>	<b>53,794</b>	<b>650</b>	<b>(2,206)</b>	<b>4,539</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>37,018</b>	<b>2,075</b>	<b>33,346</b>		<b>219,908</b>	

Source of OAA Match - Staff time & Units of Service in excess of contract  
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 179,643

Federal Award Totals \$ 111,925





June 11, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Revenue Contract with  
Trillium Community Health Plan, Inc.

<b>Purpose/Outcomes</b>	This contract provides the funding for certain behavioral health services.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum payment is \$250,000.00.
<b>Funding Source</b>	No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) provided through Trillium Community Health Plan.
<b>Duration</b>	Effective September 1, 2020 and terminates on December 31, 2020
<b>Previous Board Action</b>	None
<b>Counsel Review</b>	Contract reviewed and approved April 16, 2020.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	9693

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of revenue contract with Trillium Community Health Plan, Inc. for the funding for certain behavioral health services. Trillium is a Coordinated Care Organization contracted with the Oregon Health Authority to arrange for the provision of managed care services under the Oregon Health Plan (OHP) for OHP enrollees. This Contract provides funds for Behavioral Health Crisis, Behavioral Health Intensive Care Coordination, Wraparound Care Coordination, Choice Care Coordination and Peer & Community-based Services.

This Contract is effective September 1, 2020 and continues through December 31, 2020. Maximum compensation is \$250,000.00. County Counsel reviewed and approved this Contract on April 16, 2020.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Kelly A. Cook, H3S deputy for". The signature is written in a cursive style.

Richard Swift, Director  
Health, Housing & Human Services Department



THIS ADMINISTRATIVE SERVICES AGREEMENT (together with all Attachments, Exhibits, Addendums, and Amendments, this “**Agreement**”) is entered by and between Clackamas County, Oregon, a municipal corporation (“**County**” or “**Vendor**”), duly licensed and operating in accordance with the laws of the State, and Trillium Community Health Plan, Inc. (“**Trillium**” or “**Health Plan**”), (each a “**Party**” and collectively the “**Parties**”), effective as of the first day of the month during which Trillium will report members assigned by the Oregon Health Authority and enrolled in the Oregon Health Plan in the service area contained by Washington, Multnomah, and Clackamas Counties (the “**Effective Date**”).

## RECITALS

- A. WHEREAS, Trillium is a Coordinated Care Organization (“**CCO**”) that has entered into a contract (“**CCO Contract**”) with the Oregon Health Authority (“**OHA**”) to arrange for the provision of managed care services under the Oregon Health Plan’s CCO 2.0 Program (“**OHP Program**”) for enrollees in the Oregon Health Plan (“**OHP**”) who have selected or been assigned to Trillium (“**Trillium Members**”, “**Members**” or “**Covered Persons**”).
- B. WHEREAS, the County is a political subdivision of the State of Oregon, operates an array of human services and community health functions for Clackamas County, has established expertise and capability to administer Behavioral Health Services under County’s role as the Local Mental Health Authority (“**LMHA**”), Community Mental Health Program (“**CMHP**”), Community Developmental Disabilities Program (“**CDDP**”), Local Public Health Authority (“**LPHA**”), and services for Children, Youth and Families, and is operating in accordance with all applicable State and federal laws and regulations.
- C. WHEREAS, the County is an entity engaged in the business of providing the services described in this Agreement; and
- D. WHEREAS, Trillium desires to engage the County to provide such services; and the County is willing to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

### 1. Services

1.1. Description of Services. Vendor shall perform the services (“**Services**”) and provide the items to be delivered to Health Plan (“**Deliverables**”) as described in Exhibit A, Scope of Services. Health Plan agrees to delegate to Vendor the responsibility to perform certain administrative services provided by Vendor pursuant to this Agreement, subject to the continuing oversight of Health Plan. The terms of this delegation, including a description of the Administrative Services to be provided by Vendor, are set forth in the Delegated Services Agreement attached to this Agreement as Exhibit B. Vendor shall provide Services in a manner that is consistent with the terms of this Agreement, the recognized standard of care for the provision of Services, and applicable federal, state and local law.

1.2. Non-Exclusivity. Health Plan retains the right at all times to negotiate terms and enter into contracts with any other person or entity for services that are the same or similar to the Services without notice to Vendor and without incurring any liability by virtue thereof.

2. **Compensation**

2.1. Fees. In full consideration for Vendor's performance of the Services described in this Agreement, Health Plan shall pay the fees and, if applicable, expenses expressly described in Exhibit C, Compensation Schedule, ("**Fees**") in accordance with its terms and this Agreement. Vendor is not entitled to any compensation or remuneration other than the Fees. Excluding retroactive changes in the number of Clackamas County Health Plan members, under no circumstances shall Health Plan be liable for any Fees presented to Health Plan more than ninety (90) days after the date the underlying Services and/or Deliverables or expenses were provided or incurred, as the case may be. Health Plan may deduct from an invoice any credits or other amounts Vendor owes Health Plan hereunder.

Taxes. Vendor agrees to pay and hold Health Plan harmless against any penalty, interest, additional tax or other charges that may be levied or assessed as a result of the delay or failure of Vendor for any reason to pay any tax or comply with applicable federal and State tax laws.

2.2. Recovery Rights. Health Plan shall have the right to offset or recoup any and all amounts owed by Vendor to Health Plan against amounts owed by Health Plan to Vendor. Health Plan will provide to Vendor notice that includes the reasons Vendor owes Health Plan and evidence supporting amounts owed. Vendor will have fourteen (14) days to dispute or agree with the evidence provided. Should Vendor require additional information, Health Plan will have seven (7) days to provide the information or provide reasoning for not providing the information. Should Health Plan state it is unable to provide the information both Parties shall negotiate alternative means of addressing Vendor's data needs. Vendor's 14-days-to-dispute clock will be considered "on hold" at such time as additional information is formally requested and until the provision of requested and/or negotiated data. Vendor agrees that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Vendor. In the event of a dispute, the Parties shall negotiate in good faith to resolve such dispute as soon as practicable.

2.3. Records and Audit. Except as expressly provided otherwise in this Agreement, until the expiration of ten (10) years after the furnishing of Services hereunder, Vendor shall maintain complete and accurate records to validate and document Vendor's (i) compliance with this Agreement, (ii) performance of the Services, and (iii) Fees and expenses, all in accordance with generally accepted accounting principles consistently applied. Vendor will, upon written request, make available to Health Plan and any governmental or regulatory authority and any of their duly authorized representatives this Agreement and all books, documents and records of Vendor that are necessary to verify the foregoing. Vendor shall also provide reasonable assistance to Health Plan or its designated agent in the conduct of audits. Any such audit will be conducted upon reasonable notice during regular business hours, and shall be at Health Plan's expense. All overcharges revealed by any audit hereunder shall be reimbursed to Health Plan within thirty (30) days of Health Plan's notice to Vendor regarding the same. In the event of a dispute regarding any audit results, the Parties shall negotiate in good faith to resolve such dispute as soon as practicable.

### 3. Delays in Services

3.1. Delays. Vendor will inform Health Plan as early as possible of any anticipated delays in the Services and of the actions being taken to ensure completion of the Services within a time period acceptable to Health Plan. In the event that the proposed plan of action is inadequate to meet Health Plan's contractual obligations to OHA, Vendor and Health Plan shall meet within 7 days of determination of inadequate plan in order to negotiate in good faith a plan to address contractual obligations. Vendor will notify Health Plan if demand for Services exceeds capacity and funding, and the parties will work together to either increase funding or decrease the number of clients served by Vendor. A Vendor's failure to utilize funding received for staffing to support Deliverables shall solely be the responsibility of the Vendor to address. Health Plan's acceptance of additional personnel as provided herein shall not be construed or implied to constitute a waiver of any of Health Plan's rights under this Agreement or Law, including but not limited to rights and remedies in connection with the breach of this Agreement.

3.2. Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement caused by events outside the party's reasonable control (including but not limited to, fire, flood, terrorism, pestilence, disease outbreak, earthquake, elements of nature or acts of God, riots, or civil disorders) beyond the reasonable control of such Party, provided (i) the non-performing Party is without fault in causing such default or delay, (ii) such default or delay could not have been prevented by reasonable precautions (including the implementation of, and adherence to, a prudent disaster recovery and business continuity plan), and (iii) such default or delay could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

3.2..1. Upon occurrence of a force majeure event, as soon as reasonably possible, Vendor will provide written notification to Health Plan informing the Health Plan of any services or deliverables adversely impacted by the event including, but not limited to, adverse impacts preventing Vendor from meeting any performance standards or delivering any reporting set forth in this Agreement or required by any applicable federal, state and local regulations. When safe to do so, both parties will collaborate to develop a plan to maximize service provision during the event and, to the extent commercially practicable, for re-implementing those service elements that they could not deliver, or fully deliver, during the force majeure event.

### 4. Project Management

4.1. Vendor Project Personnel. Vendor shall staff each service included in the Scope of Services with sufficient qualified personnel to complete its obligations hereunder within available funding. Should Vendor's staff be unable to adequately perform necessary tasks so as to adversely impact Deliverables, Health Plan reserves the right to request the associated issue(s) be addressed. Should Vendor decide to move key staff currently involved in Health Plan Deliverables, Vendor will provide thirty (30) days' notice and provide a plan for ensuring Deliverables are met.

4.2. Reports. Vendor shall provide such written reports to Health Plan as set forth in this Agreement and as reasonably requested by Health Plan, no less than on a semi-annual basis. Additionally, should Vendor fail to meet one or more contract deliverables, Health Plan may request that Vendor shall present to Health Plan a written status report on deficit areas detailing Vendor's plan and

progress in resolving the issues and completing Deliverables, on a task-by-task basis. These reports shall include any unanticipated issues and recommendations for dealing with such issues.

**5. Warranties; Compliance with Law**

5.1. Service and Performance Warranty. Vendor represents and warrants that it shall perform the Services in a timely, competent, workmanlike manner and in conformance with the requirements of this Agreement, and that all Deliverables will conform to their documentation, functional specifications and requirements.

5.2. Mutual Warranties. Each Party represents and warrants to the other that: (i) it is validly existing under the laws of the state of its formation and has the full right, authority, capacity and ability to enter into this Agreement and to carry out its obligations hereunder; (ii) this Agreement is a legal and valid obligation binding upon the Parties and enforceable according to its terms; and (iii) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which the Party is bound.

5.3. Compliance with Law. Vendor shall provide the Services in compliance with the requirements of all applicable federal, state and local statutes, ordinances, executive orders, regulations and codes and any applicable regulatory guidance, judicial or administrative rulings, requirements of applicable governmental contracts and, if applicable, standards and requirements of any accrediting or certifying organization (collectively, "Law" or "Laws"). Vendor agrees to report any violation of Law committed by Vendor, its employees or subcontractors in the performance of the Services to Health Plan's Compliance Hotline at (866) 685-8664 or Health Plan's Compliance Officer at Health Plan's address for Notices. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, County shall be responsible for any sanctions or penalties that are imposed on County to the extent the reason for the imposition of sanctions or penalties is reasonably attributable to the action or inaction of County in performing its obligations under this Agreement, and provided further that under no circumstances will County be required to pay for any sanctions or penalties assessed against Health Plan that are not caused by the actions or inactions of County. For purposes of the Health Plan's current CCO contract and this Agreement, all references to Laws are references to Laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Vendor shall comply with the following federal requirements to the extent that they are applicable to the CCO Contract and this Agreement.

Without limiting the generality of the foregoing, Vendor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the CCO Contract and this Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900, et seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and



rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Covered Person abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the CCO Contract and this Agreement and required by law to be so incorporated. No federal funds may be used to provide services under this Agreement in violation of 42 USC 14402.

5.4. Required CCO Contract Language. The applicable provisions set forth in the CCO Contract and the attached Exhibit D are specifically incorporated by this reference into this Agreement in the event that this Agreement applies to OHP beneficiaries. In the event there is a conflict between the language in this Agreement and the applicable contract provisions in Exhibit D, then Exhibit D shall control.

5.5. Vendor, Affiliates and Subcontractors Providing Services to Health Plan. Vendor represents that Vendor and its affiliates (including, without limitation, any person controlling or under common control with Vendor or in which Vendor has a five percent (5%) or more ownership interest), and their respective employees, officers, directors, representatives, and subcontractors providing Services to Health Plan under this Agreement have not been debarred, suspended or otherwise excluded from participating in: (i) procurement activities under the Federal Acquisition Regulation, or (ii) non-procurement activities under regulations or guidelines implementing or issued under Executive Order No. 12549. Vendor also represents that neither Vendor nor its affiliates, nor any of their respective employees, officers, directors, representatives and subcontractors providing Services to Health Plan under this Agreement: (i) has been or is excluded from Medicare, Medicaid or another federal health care program participation under Sections 1128 or 1128A of the Social Security Act for, among other things, the provision of health care, utilization review, medical social work, or administrative services, or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual; (ii) has been or is excluded, disqualified, debarred, suspended or proposed for debarment by the General Services Administration, the Department of Health and Human Services Office of the Inspector General, or other or successor federal or state agency from participation in federal or state health care programs or government procurement or nonprocurement activities or programs; (iii) has been or is discharged or suspended from doing business with any state; or (iv) has been convicted of certain crimes described in Section 1128(b)(8) of the Social Security Act or has a contractual relationship (direct or indirect) with an individual or entity that has been convicted of such crimes. Vendor shall notify Health Plan in writing immediately upon it having knowledge of any investigation, proposal, or action that may result in such an exclusion, disqualification, debarment or suspension of it or any of its affiliates or their respective employees, officers, directors, representatives, including any contractors or subcontractors providing Services to Health Plan under this Agreement, and shall immediately cease using any such person in connection with this Agreement. Upon receipt of such notice or within a reasonable time thereafter, Health Plan may terminate this Agreement by giving written notice thereof to Vendor if Health Plan determines that such termination is necessary or appropriate in order to comply with applicable federal or state law.

## 6. Confidential Information.

6.1. Except as otherwise required by applicable Laws, County agrees not to disclose to any third party any Confidential Information, as defined in this Section 6.1, that is disclosed to County as a result of County's participation in this Agreement. "**Confidential Information**" will mean all information provided by one Party to this Agreement to another in connection with this Agreement, which is designated "confidential" and/or considered a trade secret under applicable Laws. Each Party agrees that

it will not make use of, disseminate, disclose or in any way circulate any Confidential Information supplied to or obtained by such Party in writing, orally or by observation, except as expressly permitted by this Agreement or as required by applicable Laws or order of a court or administrative agency having jurisdiction. Confidential Information may be used as necessary to perform the services required under this Agreement and may be disclosed by a Party to this Agreement to its own employees that require access to such Confidential Information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an audit or survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

6.2. County agrees that if it receives a public record request seeking any Confidential Information, County shall provide prompt written notice to Health Plan describing the Confidential Information that is the subject of such request and the circumstances of the request, so that Health Plan has the option to seek an appropriate protective order.

## 7. Term and Termination

7.1. Term. The term of this Agreement commences on the Effective Date and ends on December 31, 2020.

7.2. Termination without Cause. Either Party may terminate this Agreement with ninety (90) days' written notice to the other Party. This Agreement is not transferable without the written consent of both Parties.

7.3. Termination if CCO Contract Terminates. In the event the CCO Contract is terminated for any reason, this Agreement terminates on the effective date of termination of the CCO contract. Vendor shall provide services after termination of this Agreement as specified in Section 7.8.

7.4. Termination for Cause. In the event either Party breaches any provision of this Agreement, the non-breaching Party may terminate this Agreement without penalty or fee upon thirty (30) days' advance written notice to the other Party, provided such breach is not cured within such thirty- (30-) day period. In the event either Party terminates this Agreement for an uncured breach and it is later adjudicated that no breach occurred, the termination shall be deemed to have been made for convenience. Health Plan shall notify Vendor and OHA in writing within thirty (30) calendar days of Health Plan terminating this Agreement when such termination is due to Vendor's failure to meet requirements under the CCO Contract, to deficiencies identified through compliance monitoring of the Vendor, or to any other for-cause reason for termination.

7.5. Breach of CCO Contract. Vendor will be in material breach of this Agreement if Vendor's failure to perform any of its duties hereunder directly causes Trillium to be in breach of the CCO Contract.

7.6. Remedies. Notwithstanding anything in this Agreement to the contrary, where a breach of certain provisions of this Agreement may cause either Party irreparable injury or may be inadequately compensable in monetary damages, either Party may seek such equitable relief in addition to any other remedies which may be available. The rights and remedies of the Parties in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

7.7. **Termination for Nonpayment.** If Trillium fails to pay Vendor any amount owed to Vendor under this Agreement when due, Vendor may give notice to Trillium of intent to terminate for nonpayment. If payment in full of the amount due is not made within sixty (60) business days of the date of the notice, Vendor can terminate this Agreement immediately, provided, however, that Vendor fulfills the obligations set forth in Section 7.8 of this Agreement.

7.8. **Effect of Termination.** Upon the termination or expiration of this Agreement, Vendor shall: (a) deliver to Health Plan all Deliverables, whether or not in completed form, in whatever form or media they may then exist; (b) document the status of the Services that have been terminated and deliver such documentation to Health Plan; and (c) deliver to Health Plan all fees paid by Health Plan for Services and Deliverables that remain unperformed or undelivered as of the date of termination as well as all Health Plan property and materials that are in the possession of Vendor, its employees, subcontractors and agents. The termination or expiration of this Agreement for any reason shall not affect Health Plan's or Vendor's rights or obligations for any Services or Deliverables completed and delivered to Health Plan prior to the date of termination, and Health Plan shall promptly pay all undisputed amounts owed to Vendor for such Services and Deliverables.

8. **Indemnification.** Subject to the limitations in Oregon law, each Party, as an indemnifying party, agrees to defend, indemnify and hold harmless the other Party and its affiliates, and their respective directors, officers, employees and agents from and against any third party claim, expense, liability and loss arising out of the negligence, intentional misconduct or violation of any Law by the indemnifying Party, its employees, subcontractors and agents.

9. **Dispute Resolution.** In the event of any dispute between the Parties relating to the provision of Services by Vendor arising out of, or relating to, this Agreement and/or any Attachment, the Parties shall attempt to resolve the dispute through good faith negotiations between designated representatives of the Parties that have authority to settle the dispute. If the matter has not been resolved within sixty (60) days of the request to commence good faith negotiations, either Party wishing to pursue the dispute shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Notwithstanding the foregoing, in no event may any arbitration be initiated more than one (1) year following the sending of written notice of the dispute. Any arbitration proceeding under this Agreement shall be conducted in the state of Oregon. The arbitrators shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law. Each Party shall bear its own costs related to the arbitration except that the costs imposed by the AAA shall be shared equally. The existence of a dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Notwithstanding any dispute arising under this Agreement, each Party hereto shall continue to perform its obligations hereunder pending the decision of the arbitrator. This provision shall survive any termination of this Agreement. The Parties hereby consent to the jurisdiction of the courts in the applicable State and of the United States District Courts in the applicable State for injunctive, specific enforcement, or other relief in furtherance of the arbitration proceedings or to enforce judgment of the award in such arbitration proceeding. Judgment on the award rendered may be entered in any court having jurisdiction thereof.

10. **Insurance.**



10.1. Insurance Maintained by County. County will fulfill its insurance obligation through a program of self-insurance, provided that County's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required by the State.

10.2. Insurance Maintained by Trillium. Trillium will obtain and maintain Risk/Private Market Reinsurance pursuant to the requirements within the CCO Contract. Trillium will obtain and maintain all other insurance pursuant to the requirements within the CCO Contract.

11. **Miscellaneous.**

11.1. Use of Name; Publicity. Except for its internal business use, as required by Law or to comply with the request of a governmental entity, neither Party shall use the other Party's name, trademarks, service marks, logos or other identifiers (collectively, "**Trademarks**"), or make any reference to the other Party or its Trademarks in any manner including, without limitation, client lists and press releases without the prior written approval of such other Party, to be obtained through the party of notice as listed in paragraph 11.2 below.

11.2. Notices. Unless otherwise provided herein, any notice, consent, request, or other communication to be given under this Agreement will be deemed to have been given by either Party to the other Party upon the date of receipt, if hand delivered; or three (3) business days after deposit in the U.S. mail if mailed to the other Party by registered or certified mail, properly addressed, postage prepaid, return receipt requested; or one (1) business day after deposit with a national overnight courier for next business day delivery; or upon the date of electronic confirmation of receipt of a facsimile transmission if followed by the original copy mailed to the applicable Party at its address above or other address provided in accordance herewith; or upon the date of transmission of electronic notice to an authorized email address with written confirmation of receipt. Either Party may change its address for notices effective three (3) business days after providing written notice to the other Party. All notices to the other Party are to be addressed to the persons below.

**For:** Clackamas County

**For:** Trillium

Attn: Director, Behavioral Health Division  
Clackamas County  
2051 Kaen Road, Suite 154  
Oregon City, OR 97045  
503-742-5335

Attn: VP/Director, Compliance  
Trillium Community Health Plan  
555 International Way, Building B  
Springfield, OR 97477  
541-485-2155

11.3. Assignment. This Agreement and the duties and obligations of Vendor hereunder are of a unique and personal nature and may not be delegated or assigned (in whole or in part) by Vendor without Health Plan's prior written consent. Any assignment or delegation made by Vendor without Health Plan's written consent is void. The provisions of this Agreement are binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

11.4. Amendments and Modifications. Except as expressly provided otherwise herein, no addition to or change in the terms of this Agreement will be effective or binding on either of the Parties unless reduced to writing and signed by a duly authorized representative of each Party.

CCO Contract Amendments: This Agreement may be amended upon the mutual written agreement of the Parties to comply with any agreement entered into between Trillium and OHA or to comply with any change in applicable law or regulation which affects the validity of any portion of this Agreement. Such amendment shall be documented by written amendment to this agreement after a 30-day notice and no written objection. If such amendment has a material adverse effect on Vendor, Vendor may object to the amendment in writing within 30 days of notice of the amendment. If Vendor objects, such amendment will not go into effect during the time that Health Plan and Vendor negotiate contract terms that address objections in order to meet OHA requirements.

11.5. Independent Contractor. Vendor is acting as an independent contractor in performing the Services hereunder. Nothing contained herein or done in pursuance of this Agreement shall constitute a joint venture, partnership or agency for the other Party for any purpose or in any sense, and neither Party shall have the right to make any warranty or representation to such effect or to otherwise bind the other Party.

11.6. Approval of Subcontractors. Vendor shall obtain Health Plan's written consent before entering into agreements with any new subcontractors for the performance of the Services or portion thereof. Such Health Plan consent shall not be unreasonably withheld. Should Health Plan identify a performance concern with a subcontractor, Health Plan will notify Vendor and work with Vendor to develop a mutually agreeable response to the concern. In the event that concerns are related to health and safety of Members, Vendor shall take such steps necessary to ensure Member safety while addressing performance concerns. Vendor shall ensure that any and all subcontractors are insured in accordance with the insurance provisions of this Agreement, and Vendor shall be responsible for all acts or omissions of its subcontractors.

11.7. Nondiscrimination. This Agreement is subject to the affirmative action and nondiscrimination requirements of Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and with all rules, regulations, pertaining thereto, which are incorporated herein by specific reference. Vendor agrees not to discriminate in its provision of Services to Health Plan Members on the basis of: race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age, genetic information, source of payment, claims experience, receipt of health care, mental or physical condition, disability or illness, evidence of insurability, including conditions arising out of acts of domestic violence (42 CFR 422.110) or any other characteristic or classification deemed protected under state or federal law. Vendors agrees to provide Services to Health Plan Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Plan clients of Vendor consistent with existing medical ethical/legal requirements for providing continuity of care to any client.

11.8. Headings; Captions. Section headings are used for convenience only and shall in no way affect the construction or interpretation of this Agreement.

11.9. Counterparts; Time is of the Essence. This Agreement and any subsequent amendments may be executed in counterparts and by facsimile or emailed PDF signature, all of which taken together constitute a single agreement between the Parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and emailed PDF), will be considered as legally effective as an original signature. The Parties acknowledge and agree that time is of the essence in this Agreement.

11.10. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 2 (Compensation); Section 5.1 (Service and Performance Warranty); and Sections 6 through 11.

11.11. Waiver and Severability. An individual waiver of a breach of any provision of this Agreement requires the written consent of the Party whose rights are being waived, and such waiver will not constitute a subsequent waiver of any other breach. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement, provided the basic purposes of this Agreement are achieved through the provisions remaining herein.

11.12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to any conflict of law principles. Any suit or proceeding relating to this Agreement shall be brought only in the state or federal courts located in Oregon, and each Party hereby submits to the personal jurisdiction and venue of such courts.

11.13. Equal Opportunity. Vendor and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

11.14. Conflicts of Interest. Vendor shall ensure that its personnel do not have conflicts of interest with respect to Health Plan and the Services. "**Conflict of Interest**" includes activities or relationships with other persons or entities that may result in a person or entity being unable or potentially unable to render impartial assistance or advice to Health Plan, or the person's objectivity in performing the contract work is or may be impaired, or a person has an unfair competitive advantage.

11.15. Litigation Assistance. Vendor shall make itself and any subcontractors, employees or agents assisting in the performance of its obligations under this Agreement, available at no cost to Health Plan to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Health Plan, its directors, officers or employees based upon claimed violation of contract or laws, to the extent such testimony is necessary. Health Plan shall pay reasonable market rates to Vendor to the extent that Health Plan retains Vendor to provide expert witness testimony.

11.16. Entire Agreement. This Agreement and all its exhibits and addenda thereto are incorporated herein and constitute the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous negotiations, representations, promises, and agreements concerning the subject matter herein whether written or oral.

ADMINISTRATIVE SERVICES AGREEMENT BETWEEN  
TRILLIUM COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY

2020

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For: Clackamas County

For: Trillium Community Health Plan

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Chris Hummer  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**LIST OF EXHIBITS**

- Exhibit A – Scope of Services
- Exhibit B – Delegated Services Agreement
  - Exhibit B-1 – List of Services
  - Exhibit B-2 – Oversight of Delegated Services Policy and Monitoring Plan
  - Exhibit B-3 – Crisis Services
  - Exhibit B-4 – Behavioral Health Intensive Care Coordination Services
  - Exhibit B-5 – Wraparound Services
  - Exhibit B-6 – Choice Services
- Exhibit C – Compensation Schedule
- Exhibit D – Oregon Health Plan Product Attachment
- Exhibit E – Medicare Advantage and Capitated Financial Alignment Demonstration First Tier Addendum

June 11, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

Approval to apply for Continuum of Care Youth Homelessness Demonstration Program funding for Prevention, Diversion and Access Services for Youth

<b>Purpose/Outcomes</b>	A two-year grant to provide intensive case management and oversight to prevent youth homelessness and facilitate youth access to the range of services they need to become and remain stably housed.
<b>Dollar Amount and Fiscal Impact</b>	\$250,000 per year for two years (CFDA 14.276) A 25% (Cash/In-kind)
<b>Funding Source</b>	Housing and Urban Development
<b>Duration</b>	October 1, 2020 through September 30, 2022
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Individuals and families in need are healthy and safe</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Adam Freer, 562-676-7675
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval to apply for a grant from the Continuum of Care through Clackamas County Community Development for Youth Homelessness Demonstration Program services. Funding will cover staffing costs, subrecipient agreements (yet to be determined), and flexible funds to facilitate youth access to resources and services. Initial funding on this opportunity spans two years, with the potential for long-term continuation of funds.

If awarded, the funding involved is federal (CFDA 14.276) and there is a 25% match (Cash/In-kind) requirement.

**RECOMMENDATION:**

Staff recommends the Board approval of this request to apply and authorization for Richard Swift, H3S Director to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services



## Financial Assistance Application Lifecycle Form

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

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

**\*\* CONCEPTION \*\***

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

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

**Lead Department:** HHS - CFCC

 Application for:  Subrecipient Assistance  Direct Assistance  
 Grant Renewal?  Yes  No

**If renewal, complete sections 1, 2, & 4 only**  
**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

**Name of Funding Opportunity:** Clackamas County Continuum of Care Request For Proposal (issued by Community Development)

**Funding Source:** Federal  State  Local

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

**Requestor Contact Information:** korenema@clackamas.us; 503-310-8820

**Department Fiscal Representative:** scoltvan@clackamas.us

**Program Name or Number (please specify):** YHDP Homeless Youth Case Management

**Brief Description of Project:**

This project involves prevention, diversion, and access services to youth and young adults at high risk of, or experiencing homelessness. Funding will support intensive case management, education, employment services, and service coordination to facilitate youth access to applicable resources to assist their transition from short-term shelter to stable, permanent housing.

**Name of Funding Agency:** HUD (via Community Development - CoC)

**Agency's Web Address for funding agency Guidelines and Contact Information:**

**OR**

**Application Packet Attached:**  Yes  No

**Completed By:** Korene Mather 5/26/2020 5/26/2020  
Date

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

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

Competitive Application <input checked="" type="checkbox"/> CFDA(s), if applicable: <u>14.276</u>	Non-Competing Application <input type="checkbox"/> Announcement Date: <u>May 11, 2020</u>	Other <input type="checkbox"/> Funding Agency Award Notification Date: <u>June 22, 2020</u>
Grant Category/Title: <u>Request For Proposal YHDP</u>	Announcement/Opportunity #: <u>n/a</u>	Max Award Value: <u>250,000</u>
Allows Indirect/Rate: <u>10%</u>	Match Requirement: <u>25%</u>	Other Deadlines: _____
Application Deadline: <u>June 4, 2020</u>	Other Deadline Description: _____	Program Income Requirement: <u>no</u>
Award Start Date: <u>October 1, 2020</u>	Completed By: <u>Korene Mather</u>	Pre-Application Meeting Schedule: <u>May 18, 2020 (Q&amp;A session)</u>
Award End Date: <u>September 30, 2022</u>		



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

**Mission/Purpose:**

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The services required by this funding opportunity align well with CFCC mission to provide prevention, early intervention and system coordination services to the most vulnerable children, youth & families in Clackamas County so they can experience safe and stable home environments at

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

CFCC's range of services and ability to leverage other county ideally suit the division for the work required as a result of this funding.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Major program goals include identifying all unaccompanied youth experiencing homelessness, establishing a "by name list", raising awareness of issues faced by homeless youth, development of a diversion program, establishment of a multidisciplinary team to address individual homeless

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, this program is new and results from the award from HUD intended to end youth homelessness.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

CFCC currently employs staff with the skills and abilities to successfully implement this programming. If needed, staff can be hired using the funds.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Yes, this program will require partnerships with all of the organizations serving homeless persons in Clackamas County, all of the youth service providers, all of the organizations and agencies that are awarded funding for youth housing services.

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

This is a pilot project. If awarded, the funding will continue indefinitely.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will fund new programming and the intention is to continue services indefinitely. The grant award will be renewed on a biennial basis.

**Collaboration**

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

County collaborators include all H3S divisions, Juvenile Department, Resolution Services, and any others that provide resources to youth.

**Reporting Requirements**

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

Reporting will be completed on a quarterly basis, submitted directly to the Youth Advisory Board, Continuum of Care, and HUD

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

Performance will be evaluated through reports resulting from data entered into the HMIS system, youth response to survey questions about the quality of services, partner response to survey questions about system development.

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

Fiscal reports and reimbursement requests will be submitted on a monthly basis.

**Fiscal**

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

Yes, programs and services to address youth homelessness are critical and this program will be the first of its kind to coordinate intensive case management with rapid rehousing and short-term transitional services designed especially for youth.

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

No other sources of revenue are required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

A 25% match is required. CFCC will use a portion of admin, workforce, and prevention staff FTE and allocated costs, state and county general fund dedicated to prevention programming, and wages and training CGF for the YHDP Youth Advisory Board as its sources of match.

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

Yes, 10% of grant funds may be used for indirect costs.

Program Approval:

Korene Mather

5/28/2020

Korene R Mather

Digitally signed by Korene R Mather  
Date: 2020.05.28 17:27:09 -07'00'

Name (Typed/Printed)

Date

Signature

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

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WILL SIGN. \*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Adam S. Freer	5.29.20	Adam S. Freer
Name (Typed/Printed)	Date	Signature
Digitally signed by Adam S. Freer Date: 2020.05.29 12:47:11 -07'00'		

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Richard Swift	06.02.20	Richard Swift
Name (Typed/Printed)	Date	Signature
Digitally signed by Richard Swift Date: 2020.06.02 13:40:37 -07'00'		

<b>FINANCE GRANT MANAGER</b>		
Toni Hessevick	06/02/2020	Toni J Hessevick
Name (Typed/Printed)	Date	Signature
Digitally signed by Toni J Hessevick Date: 2020.06.02 13:40:37 -07'00'		

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.33B.)*

**For applications less than \$150,000:**

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

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

BCC Agenda Item #:  Date:

OR

Policy Session Date:

---

County Administration Attestation

**County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.**



Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

Public Services Building

2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) and Transfers for Fiscal Year 2019-2020

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2019-2020
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$4,111,296
Funding Source	Federal and State Operating Grant Revenue, Charge for Services Revenue.
Safety Impact	N/A
Duration	July 1, 2019 June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019 and amended October 24, 2019 and January 16 and April 23, 2020
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with ORS. 294.471 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The County Fair Fund is reducing contingency and budget for higher than anticipated personnel cost.

The Disaster Management Fund is reducing contingency and budgeting to establish a budget associated with COVID 19 actuals.

The Road Fund is reducing contingency and budgeting an interfund transfer to the County Surveyor for reimbursement loan payment for prepayment to the ePlan from FY 2017-18.

The Sheriff Fund is recognizing additional forfeiture revenue and budgeting for overtime costs associated with the investigation program.

The Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund is reducing contingency and budgeting to purchase additional laptops to accommodate staff working offsite.

The Health, Housing and Human Services Administration Fund is recognizing additional Internal County Reimbursement revenue and budgeting a reduction in contingency and increasing professional services to better align with actual program costs.

The Social Services Fund is recognizing additional revenue from federal and state grants and charge for services and budgeting for costs associated with COVID 19.

The Public Health Fund is recognizing Local Public Health Authority Program Element grant funding and budgeting for costs associated with COVID 19 and contingency

The Health Centers reducing contingency and budgeting a special payment to the Housing Authority of Clackamas County.

The effect of this Resolution is an increase in appropriations of \$4,111,296 including revenues as detailed below:

Federal Operating Grants	\$ 2,584,553.
State Operating Grants	839,822.
Charge for Services	<u>686,921.</u>
Total Recommended	<u>\$ 4,111,296.</u>

**RECOMMENDATION:**

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

Sincerely,

Elizabeth Comfort  
Interim Finance Director

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for Transfers  
and items Less Than 10 Percent of  
the Total Qualifying Expenditures and  
Making to Appropriations for Fiscal  
2019-20



Resolution Order No. \_\_\_\_\_

*Page 1*

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

WHEREAS, a supplemental budget for the period of July 1, 2019 through June 30, 2020 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . County Fair Fund
- . Disaster Management Fund
- . Road Fund
- . Sheriff Fund
- . Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund
- . Health, Housing and Human Services Administration Fund
- . Social Services Fund
- . Public Health Fund
- . Health Centers Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2019 through June 30, 2020.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

**DATED** this 11th day of June, 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**June 11, 2020**

Recommended items by revenue source:

Federal Operating Grant	\$	2,584,553
State Operating Grant		839,822
Charge for Services		686,921
Total Recommended	\$	4,111,296

**COUNTY FAIR FUND**

Expenses:		
Culture, Education and Recreation	\$	100,000
Not Allocated to Organizational Unit		
Contingency		(100,000)
Total Expenditures	\$	-

County Fair Fund is reducing contingency and budgeting for higher than anticipated personnel cost.

**DISASTER MANAGEMENT FUND**

Expenses:		
Public Safety and Protection	\$	340,000
Not Allocated to Organizational Unit		
Contingency		(340,000)
Total Expenditures	\$	-

Disaster Management Fund is reducing contingency and budgeting to establish a budget associated with COVID 19 actuals.

**ROAD FUND**

Expenses:		
Not Allocated to Organizational Unit		
Interfund Transfer		75,000
Contingency		(75,000)
Total Expenditures	\$	-

Road Fund is reducing contingency and budgeting an interfund transfer to the County Surveyor for reimbursement loan payment for prepayment to the ePlan from FY 2017-18.



**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**June 11, 2020**

**SHERIFF**

Revenues:		
Federal Operating Grant	\$	19,677
Total Revenue	<u>\$</u>	<u>19,677</u>
Expenses:		
Public Safety and Protection	\$	19,677
Total Expenditures	<u>\$</u>	<u>19,677</u>

Sheriff Fund is recognizing additional forfeiture revenue and budgeting for overtime costs associated with the investigation program.

**CODE ENFORCEMENT, RESOURCE CONSERVATION & SOLID WASTE & SEPTIC ONSITE WASTEWATER PROGRAM**

Revenues:		
Expenses:		
General Government	\$	9,000
Not Allocated to Organizational Unit		
Contingency		(9,000)
Total Expenditures	<u>\$</u>	<u>-</u>

Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund is reducing contingency and budgeting to purchase additional laptops to accommodate staff working offsite.

**HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND**

Revenues:		
State Operating Grants	\$	(32,582)
Charge for Services		112,421
Total Revenue	<u>\$</u>	<u>79,839</u>
Expenses:		
Health and Human Services	\$	514,134
Not Allocated to Organizational Unit		
Contingency		(434,298)
Total Expenditures	<u>\$</u>	<u>79,836</u>

The Health, Housing and Human Services Administration Fund is recognizing additional Internal County Reimbursement revenue and budgeting a reduction in contingency and increasing professional services to better align with actual program costs.

**SOCIAL SERVICES FUND**

Revenues:		
Federal Operating Grants	\$	2,347,341
State Operating Grants		622,097
Charge for Services		574,500
Total Revenue	<u>\$</u>	<u>3,543,938</u>
Expenses:		
Health and Human Services	\$	2,702,120

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**June 11, 2020**

Not Allocated to Organizational Unit	
Special Payments	1,291,818
Contingency	(450,000)
Total Expenditures	\$ 3,543,938

Social Services Fund is recognizing additional revenue from federal and state grants and charge for services and budgeting for costs associated with COVID 19.

**PUBLIC HEALTH FUND**

Revenues:	
Federal Operating Grant	\$ 217,535
State Operating Grant	250,307
Total Revenue	\$ 467,842
Expenses:	
Health and Human Services	\$ 352,200
Not Allocated to Organizational Unit	
Contingency	115,642
Total Expenditures	\$ 467,842

Public Health Fund is recognizing Local Public Health Authority Program Element grant funding and budgeting for costs associated with COVID 19 and contingency

**CLACKAMAS HEALTH CENTERS FUND**

Revenues:	
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 300,000
Contingency	(300,000)
Total Expenditures	\$ -

Health Centers reducing contingency and budgeting a special payment to the Housing Authority of Clackamas County.



**FACILITIES MANAGEMENT  
CENTRAL UTILITY PLANT**

1710 Red Soils Court, Suite 200 \ Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Public Improvement Contract with Cascade Industrial Services LLC, to provide Exterior Masonry Cleaning and Sealing of Multiple Buildings**

<b>Purpose/ Outcomes</b>	Execution of a contract between the Facilities Management, and Cascade Industrial Services LLC, for exterior masonry cleaning and sealing of multiple County buildings.
<b>Dollar Amount and Fiscal Impact</b>	Total contract value is \$179,350.00.
<b>Funding Source</b>	420 County Capital Projects Fund
<b>Duration</b>	October 15, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Build (Maintain) a Strong Infrastructure 2. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	April 23, 2020; AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> 2. If no, provide brief explanation:
<b>Contact Person</b>	Elaine Parker, Building Construction Project Coordinator - 503-650-6411

**BACKGROUND:**

Facilities Management is tasked with providing safe, clean, well-functioning buildings for the use of our County staff and the public that we serve. In the Pacific Northwest, water management is key to maintaining the longevity of buildings. A major component of this work is caring for the building façade as part of our Clean and Seal maintenance program.

This scheduled maintenance gives us the opportunity to look at the whole building envelope and uncover hidden issues before they can adversely impact other building systems, which will help control costs by catching minor problems before they escalate into major repairs.

Some hidden problems that could reduce the life expectancy of our buildings may include repairing mortar joints between masonry, removing and replacing caulking around windows and other penetrations that show signs of failing, and remove contaminants that cause cracking, mold, and fungus growth.

In addition to maintaining the buildings envelope, we must consider the public appearance of the façade. Even under the best of atmospheric conditions, dust, dirt and grime accumulate, changing a building's appearance over time. Cleaning and then sealing the façade will help maintain the buildings character for years to come.

This contract with Cascade Industrial Services will allow Facilities Management to utilize our Clean and Seal maintenance program to evaluate existing conditions, identify needed maintenance, repair and replace any deficiencies, and thoroughly clean and seal the exteriors of the specified buildings as part of the Lifecycle Maintenance program.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279C and LCRB Rules on January 22, 2020. Bids were publically opened February 19, 2020. The County received six (6) bids from Cascade Industrial Services, D&R Masonry Restoration, First Cascade Corporation, Long Painting Company, Pioneer Waterproofing, and Snugs Pro Wash. Cascade Industrial Services' bid was chosen as the lowest responsive bidder and was awarded the Contract through October 15, 2020.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Facilities Management and Cascade Industrial Services LLC, for the exterior masonry sealing and cleaning of multiple county buildings project.

Respectfully submitted,



Elizabeth Comfort, Director  
Finance

Placed on the Agenda of June 11, 2020 by the Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #2442

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and Cascade Industrial Services LLC, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2020-06 Exterior Masonry Cleaning and Sealing of Multiple Buildings

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of one hundred seventy-nine thousand three hundred fifty dollars (\$179,350.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (1/1/2020) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

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

- Notice of Contract Opportunity
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Supplemental General Conditions
• Payroll and Certified Statement Form
• Addenda #1
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Clackamas County General Conditions
• Prevailing Wage Rates
• Plans, Specifications and Drawings

2. Representatives.

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

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

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

3. Key Persons.

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

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

**Project Manager:** Devan Bunman shall be the Contractor's project manager and will participate in all meetings throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 15, 2020

FINAL COMPLETION DATE: October 15, 2020

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

#### **5. Insurance Certificates.**

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

#### **6. Tax Compliance.**

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

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

#### **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third

parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

**9. Counterparts.**

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

**10. Integration.**

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

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

**12. 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 including, but not limited to, compliance 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.

**13. Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

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

Contractor DATA:

**Cascade Industrial Services LLC**  
**24665 Hunters Grove Ct**  
**Rathdrum, ID 83858**

Contractor CCB # 208351    Expiration Date: 10/29/2021  
Oregon Business Registry #1157801-99    Entity Type: FLLC                      State of Formation: Idaho

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

Cascade Industrial Services LLC

Clackamas County Board of County Commissioners

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title Printed

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



APPROVED AS TO FORM

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County Counsel

Date

DRAFT

Approval of Previous Business Meeting Minutes:

March 19, 2020

# 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, March 19, 2020 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer – via phone  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

## CALL TO ORDER

- Roll Call
- Pledge of Allegiance

## \*\*COVID-19 UPDATES

Chair Bernard:

- Today's meeting is a little different than normal. We're not at the dais, but instead we are on the floor of our hearing room.
- We're doing this because Clackamas County Commissioners strongly encourage all residents to take measures recommended by public health officials to stop the spread of COVID-19.
- Part of those measures is to practice **social distancing**. So that's why we're seated 6 feet from each other. **We practice what we preach.**
- Further, this meeting is being held during a time when the Board of County Commissioners has decided to close most of our buildings to the public. We don't have any members of the public here.
- This has also been done to stop the spread of the virus and best protect public health.
- Although most of our buildings are closed, the county remains open for business. Our departments and services continue to operate virtually. See a list of how to contact them on our Alert page at [www.clackamas.us/alert](http://www.clackamas.us/alert)
- We also want to encourage our residents to keep in touch with commissioners and send us any questions, comments or concerns to our collective email address: [BCCMail@clackamas.us](mailto:BCCMail@clackamas.us) Lastly, for those watching us live on TV or social media, you can send in a comment. During the meeting, email [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- We have a staff who will relay the comments we get at the end of the meeting. Be sure to include your name and area when you email.

Chair Bernard: This is a tough time. Businesses are being challenged, and renters are being challenged because they can't go to work, we ask that business owners and property owners not evict people. Therefore, I would like to make the following motion.

### **MOTION:**

Chari Bernard: I move we have a moratorium on commercial and residential evictions based on a tenant's ability to pay rent, due to lost income from the impacts of Coronavirus COVID-19.morratorim

Commissioner Humberston: Aye.

~Board Discussion~

Clerk call the poll...

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

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

Nancy Bush, Disaster Management gave an update on COVID 19.

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Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

**I. HOUSING AUTHORITY PUBLIC HEARING**

1. **CANCELLED** - Public Hearing for the 2020 Housing Authority of Clackamas County Annual Plan (Jill Smith, Housing Authority Director) this item will be back on the agenda 4-16-2020

**II. 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 Humberston: I move we approve the Housing Authority Consent Agenda.  
Commissioner Schrader: Second.  
Clerk call the poll:  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Approval to Execute a Temporary Easement Agreement between the Housing Authority and the Department of Transportation and Development
2. Requesting Approval to Respond to a Request for Proposals to host a Confluence Americorps Participant to Serve as the Food Security Coordinator Serving Residents of Public Housing
3. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2020

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Convene as North Clackamas Parks and Recreation District for the next items.

**IV. PUBLIC HEARING**

**NORTH CLACKMAS PARKS AND RECREATION DISTRICT (NCPRD)**

1. **Resolution No. 2020-17** Approval of a North Clackamas Parks and Recreation District Supplemental Budget (Greater Than Ten Percent and Transfer of Appropriations) for FY 2019-20  
Scott Archer, NCPRD presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move the Resolution for North Clackamas Parks & Recreation District Supplemental Budget, Greater than 10% and Transfer of Appropriations for FY 2019-20.  
Commissioner Schrader: Second.  
Clerk call the poll:

Commissioner Schrader: Aye.  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

#### **V. DISCUSSION ITEM**

1. Approval of Deeds for the Transfer of Park Properties Pursuant to the Settlement Agreement with the City of Happy Valley

Jeffery Munns, County Counsel presented the staff report.

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

Chair Bernard asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approval of Deeds for the Transfer of Park Properties Pursuant to the Settlement Agreement with the City of Happy Valley.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll:

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

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

#### **VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA**

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

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

#### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Schrader: Second.

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

Clerk call the poll:

Commissioner Schrader: Aye.

Commissioner Savas: No.

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-1.

1. **Board Order No. 2020-18** Authorizing the North Clackamas Parks & Recreation District to Apply for a **Local Government Grant** from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park
2. **Board Order No.2020-19** Authorizing the North Clackamas Parks & Recreation District to Apply for a **Land and Water Conservation Fund** Grant from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park
3. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation and Oregon City School District for the Development and Ongoing Provision of Park Facilities at Jennings Lodge Elementary School
4. Approval of an Amendment to the Strategic Partnership and Use IGA between North Clackamas Parks & Recreation and North Clackamas School District for the Use of Shared Facilities

Chair Bernard announced the Board will adjourn as North Clackamas Parks & Recreation District and Reconvene as the Board of County Commissioners for the remainder of the meeting.

## **VII. CONSENT AGENDA**

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
Clerk call the poll:  
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 an Intergovernmental Agreement with Clackamas County Circuit Court to Provide Protective Order and Support Services – *CFCC*
2. Approval of a Letter of Agreement with CareOregon, Inc. for Crisis Respite Services – *Behavioral Health*
3. Approval of a Personal Services Contract with Cascadia Behavioral Healthcare for Crisis Respite Services - *Behavioral Health*
4. Approval of a Subrecipient Grant Agreement with CODA, Inc. for Housing Assistance Program Services - *Behavioral Health*

### **B. Finance Department**

1. Approval of Software Services Agreement with zLink, Inc. for Building Information and Asset Management Software - *Procurement*
2. **Resolution No. 2020-20** Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2019 and Describing Corrective Action in Accordance with ORS 297.466

### **C. Elected Officials**

1. **Resolution No. 2020-21** Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

### **D. Business & Community Services**

1. Approval of the Rural Strategic Investment Zone (RSIZ) Standardized Agreement for Coho Distributing LLC, dba Columbia Distributing – *Economic Development*
2. **Board Order No. 2020-22** Approving Tax Foreclosed Properties for Declaration as Surplus – *Property Disposition*
3. **Resolution No. 2020-23** Authorizing Business & Community Services, Clackamas County Parks to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Rehabilitation of the Stone Creek Golf Club Irrigation Pond – *County Parks*

### **III. CITIZEN COMMUNICATION**

Dylan Blaylock, Public & Government Affairs will moderate this portion.

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

1. Les Poole, Gladstone – via email – comments regarding COVID-19, Metro, and comments regarding Gladstone Senior center.
2. Laura Jefferies, West Linn –we have a renter and have decided to wave the rent for the foreseeable future.

### **VIII. COUNTY ADMINISTRATOR UPDATE**

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

### **IX. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:26 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>**





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

Capt. Malcolm McDonald  
 Director

June 1, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community  
Corrections and City of Milwaukie to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Metro.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$6,800.00 in revenue to support the Community Service program.
<b>Funding Source</b>	City of Milwaukie.
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Milwaukie. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Milwaukie.

Respectfully submitted,

Malcolm McDonald, Director  
 Community Corrections

## CITY OF MILWAUKIE AMENDMENT #1

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CITY OF MILWAUKIE (AGENCY) Dated June 26, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

### AMEND:

#### 1. Term

### CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2021. This serves as 1 (one) of 3 (three) renewals on this contract dated June 26, 2019.

This Amendment, when signed by City of Milwaukie and the Board of Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 26, 2019.

**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**City of Milwaukie**  
Ann Ober, City Manager  
10722 SE Main Street  
Milwaukie, OR 97222  
(503) 786-7555

\_\_\_\_\_  
Chair, Board of County Commissioners

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

\_\_\_\_\_  
Date

Ann Ober, City Manager  
\_\_\_\_\_  
Printed Name/Title

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

5/20/2020  
\_\_\_\_\_  
Date

Approved as to form

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



Capt. Malcolm McDonald  
Director

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

June 1, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community  
Corrections and City of Oregon City to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Metro.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$6,375.00 in revenue to support the Community Service program.
<b>Funding Source</b>	City of Oregon City
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Oregon City. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Oregon City.

Respectfully submitted,

Malcolm McDonald, Director  
Community Corrections

## **CITY OF OREGON CITY AMENDMENT #1**

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CITY OF OREGON CITY (AGENCY) Dated June 26, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

### **AMEND:**

#### **1. Term**

### **CHANGE TO ADD:**

The contract term will be effective upon full execution and terminate June 30, 2021. This serves as 1 (one) of 3 (three) renewals on this contract dated June 26, 2019.

This Amendment, when signed by City of Oregon City and the Board of Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 26, 2019.

**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**City of Oregon City**  
122 S Center  
Oregon City, OR 97045  
(503) 657-0891

\_\_\_\_\_  
Chair, Board of County Commissioners

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

\_\_\_\_\_  
Date

*Eric Hand*  
\_\_\_\_\_  
Printed Name/Title *wastewater/storms  
Manager*

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

*5/11/20*  
\_\_\_\_\_  
Date

Approved as to form

*[Signature]*  
\_\_\_\_\_  
County Counsel



Capt. Malcolm McDonald  
Director

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

June 1, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County  
Community Corrections and City of Wilsonville to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for the City of Wilsonville.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$80,000 in revenue to support the Community Service program.
<b>Funding Source</b>	City of Wilsonville.
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	Second Renewal
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Wilsonville. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for one year, July 1, 2020 through June 30, 2021, and allows for three additional one-year renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Wilsonville.

Respectfully submitted,

Malcolm McDonald, Director  
Community Corrections



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND CITY OF WILSONVILLE**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and City of Wilsonville ("City"), a municipal corporation of the State of Oregon, 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.

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, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
  - A. The COUNTY agrees to:
    - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
    - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty- four (24) per work day.
    - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the City.
  - B. For Graffiti removal services COUNTY agrees to:
    - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
    - ii. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule;
    - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and CITY approved graffiti removal chemicals when necessary. (SDS available);
    - iv. Remedy requested work within ten (10) days of notification per code;

- v. Take before and after photos for documentation and furnish to CITY upon completion;
- vi. Proactively notify CITY of any painted graffiti and address with consent from CITY.

**3. Rights and Obligations of the CITY.**

A. The CITY agrees to:

- i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
- ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.

B. For Graffiti removal services CITY agrees to:

- i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
- ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
- iii. When paint over is the identified best remedy, CITY will provide paint to COUNTY for an accurate color match;
- iv. CITY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.

**4. Compensation.**

- A. The CITY agrees to pay \$425 per crew per day, for the services outlined in Section II. A.
- B. For Graffiti removal services outlined in section II.B above. CITY agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.
- C. Total compensation not to exceed \$80,000 annually without additional written authorization.
- D. Payments shall be made on the basis of requests for payment submitted as follows:
  - i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
  - ii. The CITY agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

**5. Representations and Warranties.**

- A. *City Representations and Warranties:* City represents and warrants to City 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 City enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City 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.

**6. Termination.**

- A. Either the County or the City may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the City 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 City 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 City may terminate this Agreement in the event the City fails to receive expenditure authority sufficient to allow the City, 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 the Project under this Agreement is prohibited or the City 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

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, 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, except for attorneys' fees, 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 County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, 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, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Fred Weinberg, or their designee, will act as liaison for the County.

**Contact Information:**

Fred Weinberg  
Clackamas County  
Community Corrections  
1024 Main St.  
Oregon City, OR 97045  
(503) 650-8929

Matt Baker, or their designee, will act as liaison for the City.

**Contact Information:**

Matt Baker  
City of Wilsonville  
29799 SW Town Center Loop  
Wilsonville, OR 97070  
(503) 540-1584

**10. 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 City 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. City, 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.** City 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 any 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. City 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 actions taken. During this record retention period, City shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **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.
- F. **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.
- G. **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.

- H. **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.
- I. **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.
- J. **No Third-Party Beneficiary.** City 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.
- K. **Subcontract and Assignment.** City 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 and absolute discretion. County's consent to any subcontract shall not relieve City of any of its duties or obligations under this Agreement.
- L. **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.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **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.



- O. **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.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City 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.
- Q. **Confidentiality.** City 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 City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City 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.

[Signatures on Following Page]




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

**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**City of Wilsonville**  
29799 SW Town Center Loop  
Wilsonville, OR 97070  
(503) 570-1584

\_\_\_\_\_  
Chair, Board of County Commissioners

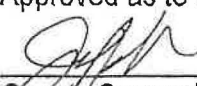
  
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Authorized Signature

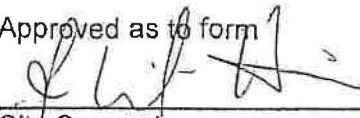
\_\_\_\_\_  
Date

Bryan Cosgrove, City Manager  
Printed Name/Title

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

5/19/2020  
Date

Approved as to form  
  
\_\_\_\_\_  
County Counsel

Approved as to form  
  
\_\_\_\_\_  
City Counsel



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

Capt. Malcolm McDonald  
 Director

June 1, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community  
Corrections and Metro to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Metro.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$18,700 in revenue to support the Community Service program.
<b>Funding Source</b>	Metro.
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Metro. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Metro.

Respectfully submitted,

Malcolm McDonald, Director  
 Community Corrections

## METRO AMENDMENT #1

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and METRO (AGENCY) Dated October 31, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

### AMEND:

#### 1. Term

### CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2021. This serves as 1 (one) of 3 (three) renewals on this contract dated October 31, 2019.

This Amendment, when signed by Metro and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated October 31, 2019.


**Clackamas County**

Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Metro**

600 NE Grand Avenue  
Portland, OR 97232

\_\_\_\_\_  
Chair, Board of County Commissioners

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

\_\_\_\_\_  
Date

Monty Woods/Park Operations Manager

\_\_\_\_\_  
Printed Name/Title

5/12/20

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

\_\_\_\_\_  
Date

Approved as to form

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



Capt. Malcolm McDonald  
Director

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

June 1, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Clackamas Community College.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$6,000 in revenue to support the Community Service program.
<b>Funding Source</b>	Clackamas Community College.
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas Community College. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas Community College.

Respectfully submitted,

Malcolm McDonald, Director  
Community Corrections

## **CLACKAMAS COMMUNITY COLLEGE AMENDMENT #1**

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CLACKAMAS COMMUNITY COLLEGE (AGENCY) Dated July 11, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

### **AMEND:**

#### **1. Term**

### **CHANGE TO ADD:**

The contract term will be effective upon full execution and terminate June 30, 2021. This serves as 1 (one) of 3 (three) renewals on this contract dated July 11, 2019.

This Amendment, when signed by Clackamas Community College and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated July 11, 2019.

**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Clackamas Community College**  
19600 Molalla Avenue  
Oregon City, OR 97045  
(503) 657-6958

Digitally signed by Alissa Mahar  
DN: cn=Alissa Mahar, o=Clackamas Community College,  
ou, email=alissa\_mahar@clackamas.edu, c=US  
Date: 2020.05.11 15:37:56 -07'00'

\_\_\_\_\_  
Chair, Board of County Commissioners

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

\_\_\_\_\_  
Date

Alissa Mahar, VP of College Services  
\_\_\_\_\_  
Printed Name/Title

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

5/11/2020  
\_\_\_\_\_  
Date

Approved as to form

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





June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Allocation Certification Agreement with the Oregon State Marine Board  
for Maintenance Assistance Program (MAP) 2020-21 Funding

<b>Purpose/Outcomes</b>	Provides maintenance funding for County Parks' boat ramps and pump out dump station.
<b>Dollar Amount and Fiscal Impact</b>	\$25,550 in funding support, with a minimum of \$16,583.33 in matching labor/expenditures
<b>Funding Source</b>	Oregon State Marine Board
<b>Duration</b>	July 1, 2020 - June 30, 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This agreement aligns with BCS goals to secure a sustainable source of revenue to help meet capital repair/replace funding requirements. 2. This agreement further supports Clackamas County's strategic priority of building public trust through good government by making our actions accountable and transparent in providing clean and safe outdoor recreation facilities.
<b>County Counsel Review</b>	Counsel reviewed and approved on May 20, 2020 AN
<b>Procurement Review</b>	Not applicable
<b>Contact Person</b>	Rick Gruen, Manager, Clackamas County Parks & Forest
<b>Contract No.</b>	None

**BACKGROUND:**

The Oregon State Marine Board (OSMB) provides an annual allocation to Business & Community Services (BCS) County Parks division in support of the improved boat ramp facilities at Barton, Carver and Hebb parks, and Boones Ferry Marina boat ramp. State funds support staff labor, material expenditures, and vehicle costs related to maintenance of restrooms, grounds, boater parking lots, docks, and boat ramps. Federal funds are used to support the labor and materials to maintain the boat waste dump station at the Boones Ferry Marina ramp. The allocation to BCS - County Parks for FY 20/21 is \$25,550 with a minimum of \$16,583.33 provided by BCS - County Parks as match. The Allocation Certification Agreement details the breakdown of funds by site and notes the amount awarded by feature.

The revenue and expenses for the Maintenance Assistance Program have been budgeted in the County Parks FY 20/21 budget. The Grant Application Lifecycle Form was submitted to County Administrator, Gary Schmidt and was signed on May 21, 2020.

**RECOMMENDATION:**

Staff recommends the Board approve this Allocation Certification Agreement and further authorizes BCS Director, Laura Zentner, to sign on behalf of the County.

**ATTACHMENTS:**

1. OSMB MAP Allocation Certification Agreement for FY 20/21
2. Grant Application Lifecycle Form

Respectfully submitted,

*Laura Zentner*

Laura Zentner, CPA  
Director, Business & Community Services

**CLACKAMAS COUNTY  
ALLOCATION CERTIFICATION AGREEMENT  
MAINTENANCE ASSISTANCE PROGRAM FY21**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and Clackamas County, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

**I. The Recipient certifies that:**

- A. A budget has been adopted that includes the MAP grant allocation of \$24,200.00 state funds and \$1,350.00 federal Clean Vessel Act (CVA) funds for the fiscal year period of July 1, 2020, to June 30, 2021; and
- B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
Site Name Barton Park				Use Fee	\$2.00	Fee Reduction: 0%
Funding Source	MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value
Feature						Fee Adjusted
Vault Toilet			10	PSO	12	\$1,000.00
Portable Toilet			8	P	3	\$400.00
Additional Toilet Stall(s)	1		4	P	3	\$200.00
Vegetation Maintenance			6	PSO	12	\$600.00
Garbage Can or Dumpster			6	PSO	12	\$600.00
Single Car Parking Stalls	28		0			\$0.00
Boat Trailer Stalls	31		12	PSO	12	\$1,200.00
Hard Surface Ramp, 1 Lane			6	PSO	12	\$600.00
Travel			3			\$300.00
<u>MAP Allocation for 9 site elements at Barton Park</u>					Allocation Subtotal:	\$4,900.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,900.00
Site Name Boones Ferry Pump/Dump				Use Fee	\$0.00	Fee Reduction: 0%
Funding Source	CVA Inland	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value
Feature						Fee Adjusted
Pumpout/Dump Station			12	PS	6	\$900.00
Holding Tank			6	PS	6	\$450.00
<u>CVA Inland Allocation for 2 site elements at Boones Ferry Pump/Dump</u>					Allocation Subtotal:	\$1,350.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$1,350.00

Site Name Boones Ferry Ramp				Use Fee	\$2.00	Fee Reduction:	0%
Funding Source	MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Feature							
Portable Toilet			8	PSO	12	\$800.00	\$800.00
Additional Toilet Stall(s)	1		4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance			6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster			6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	27		0			\$0.00	\$0.00
Boat Trailer Stalls	91		24	PSO	12	\$2,400.00	\$2,400.00
Hard Surface Ramp, 2 Lanes			10	PSO	12	\$1,000.00	\$1,000.00
Cantilever Ramp Inspection			10	PSO	12	\$1,000.00	\$1,000.00
Boarding Dock, total linear feet	120		3	PSO	12	\$300.00	\$300.00
Log Debris Boom			2			\$200.00	\$200.00
Travel			3			\$300.00	\$300.00
<u>MAP Allocation for 11 site elements at Boones Ferry Ramp</u>						Allocation Subtotal:	\$7,600.00
						Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season						MAP Grant:	\$7,600.00
Site Name Carver Ramp				Use Fee	\$2.00	Fee Reduction:	0%
Funding Source	MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Feature							
Flush Restroom			12	PSO	12	\$1,200.00	\$1,200.00
Portable Toilet			8	P	3	\$400.00	\$400.00
Additional Toilet Stall(s)	1		4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance			6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster			6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	32		0			\$0.00	\$0.00
Boat Trailer Stalls	61		18	PSO	12	\$1,800.00	\$1,800.00
Hard Surface Ramp, 1 Lane			6	PSO	12	\$600.00	\$600.00
Travel			3			\$300.00	\$300.00
<u>MAP Allocation for 9 site elements at Carver Ramp</u>						Allocation Subtotal:	\$5,900.00
						Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season						MAP Grant:	\$5,900.00

Site Name	Hebb Park Ramp			Use Fee	\$2.00	Fee Reduction:	0%
Funding Source	MAP			Size /	Points	Seasons	Months
Feature	Quantity	Possible	of Use*	of Use	Seasonal	Point Value	Fee
Flush Restroom		12	PSO	12	\$1,200.00	\$1,200.00	Adjusted
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00	
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00	
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00	
Single Car Parking Stalls	16	0			\$0.00	\$0.00	
Boat Trailer Stalls	37	12	PSO	12	\$1,200.00	\$1,200.00	
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00	
Boarding Dock, total linear feet	280	9	PSO	12	\$900.00	\$900.00	
Travel		3			\$300.00	\$300.00	
<u>MAP Allocation for 9 site elements at Hebb Park Ramp</u>					Allocation Subtotal:	\$5,800.00	
					Fee Adjustment:	\$0.00	
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$5,800.00	
<b>Total Grant for Clackamas County (5 sites)</b>					Total Allocation:	<b>\$25,550.00</b>	

- C. MAP and CVA funds will be spent only to maintain improved public boating facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
- D. The facilities will be open and maintained for public use according to their seasonal availability identified on the Site Inventory; and
- E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
- F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
- G. The amount of state MAP funds expended will not exceed sixty percent of the overall maintenance cost of eligible boating facilities; and
- H. Matching funds will not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible public boating facilities and other park uses; and
- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible public boating facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen percent; and
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.
- K. The Recipient (*check one*)\*: **does**  **does not** have a federally approved indirect rate. If applicable, a copy of the letter from the Federal Agency approving the indirect rate will be provided to OSMB before MAP funds are paid. **\*Response is required**
- L. The Recipient (*check one*)\*:  **does** **does not** receive \$750,000 or more in federal funding from all sources in a fiscal year requiring submission of a Single Audit report.

**II. The Recipient agrees:**

- A. To provide a minimum of \$16,133.33 matching resources for state MAP funds and \$450.00 matching resources for federal CVA grant funds.
- B. That MAP is designed to supplement funds expended at eligible public boating facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, seasonal availability, or public access at the facilities identified on the Site Inventory. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any MAP funds not expended within the fiscal year; however, OSMB may grant permission to carry forward a maximum of ten percent of state MAP funds to the next fiscal year.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining actual expenditures for labor, supplies, materials, and services for each site identified on the Site Inventory and a performance report for each vessel waste collection system and/or floating restroom.

**II. OSMB certifies that:**

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved public boating facilities and is further authorized under CFR 50 Part 85 to provide federal Clean Vessel Act funds from the U.S. Fish and Wildlife Service for maintenance of vessel waste collection facilities and floating restrooms.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible public boating facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

By:

(Signature)

RECIPIENT:  
Clackamas County

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

DUNS#: \_\_\_\_\_

# Grant Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department:  Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

**If renewal, complete sections 1, 2, & 4 only**

Name of Funding Opportunity: \_\_\_\_\_  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): \_\_\_\_\_  
Requestor Contact Information: \_\_\_\_\_  
Department Fiscal Representative: \_\_\_\_\_  
Program Name or Number (please specify): \_\_\_\_\_  
Brief Description of Project:

Name of Funding (Granting) Agency: \_\_\_\_\_

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

**OR**

Application Packet Attached:  Yes  No

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Competitive Grant	Non-Competing Grant	Other	Funding Agency Award Notification Date: _____
CFDA(s), if applicable: _____			Announcement/Opportunity #: _____
Announcement Date: _____			Max Award Value: _____
Grant Category/Title: _____			Match Requirement: _____
Allows Indirect/Rate: _____			Other Deadlines: _____
Application Deadline: _____			Other Deadline Description: _____
Grant Start Date: _____			<div style="border: 1px solid black; height: 20px;"></div>
Grant End Date: _____			Program Income Requirement: _____
Completed By: _____			
Pre-Application Meeting Schedule: _____			



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

**Mission/Purpose:**

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

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

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

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

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

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

**Collaboration**

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

**Reporting Requirements**

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

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

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

**Fiscal**

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

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

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

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

Program Approval:

Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		
<b>**ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.**</b>		

**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
		<i>Rick Gruen</i>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
Sarah Eckman	5/21/2020	<i>Sarah Eckman</i>
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

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

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt, County Administrator	May, 21, 2020	<i>Gary Schmidt</i>
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:  Date:

OR

Policy Session Date:

\_\_\_\_\_  
County Administration Attestation

**County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.**



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

June 11, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approve a Non-Disclosure Agreement between Clackamas Broadband eXchange and Verizon Business Network Services, Inc.

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) and Verizon need a Non-Disclosure Agreement signed so they can share network information with one another.
<b>Dollar Amount and Fiscal Impact</b>	None.
<b>Funding Source</b>	N/A
<b>Duration</b>	Through June 11, 2021.
<b>Previous Board Action</b>	Board approved an NDA with Verizon on June 13 <sup>th</sup> , 2019.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.</li></ol>
<b>Counsel Review</b>	Andrew Naylor, June 3, 2020
<b>Contact Person</b>	Dave Devore (503) 723-4996
<b>Contract Number</b>	N/A

**BACKGROUND:**

Clackamas Broadband eXchange is pursuing partnerships and operational cooperation from other communications providers. Verizon is willing to share detailed information and have these discussions with staff in CBX but only if they are subject to a Non-Disclosure Agreement.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve this Non-Disclosure Agreement.

Sincerely,

Dave Cummings  
CIO Technology Services

## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“Agreement”), is made and entered into as of June 11th, 2020 (“Effective Date”) by and between THE COUNTY OF CLACKAMAS, a government entity (“County”) of the State of Oregon and Verizon Business Network Services Inc., a Delaware corporation with its principal offices at One Verizon Way, Basking Ridge, New Jersey, 07920 (“VBNS”) and its affiliates (defined as an entity controlling, majority-owned, controlled or under common voting control with VBNS, or a contractual or joint venture partner, possessing, whether by contract or otherwise, similar rights or obligations (individually or collectively, the “Company”). County and the Company may be referred to herein collectively as the “Parties” and individually as a “Party”.

WHEREAS, the Parties desire to engage in preliminary discussions concerning the deployment of wireless and wireline network infrastructure in the County, among other related matters;

WHEREAS, the Parties may provide Confidential Information (as defined below) to one another to understand the wireless and wireline network deployment;

NOW, THEREFORE, in consideration of the foregoing, County and Company hereby agree as follows:

1. Notwithstanding anything to the contrary, County’s obligations under this Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 *et. seq.*, and any other applicable state or federal law. Company asserts that Confidential Information, defined below, submitted pursuant to this Agreement is exempt from disclosure under one or more exceptions including, but not limited to: ORS 192.345(2) (trade secrets) and ORS 192.354(4) (confidential submissions). While County will make good faith efforts to perform under this Agreement, County’s disclosure of Confidential Information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Company within a reasonable period of time of the request. Company is exclusively responsible for defending Company’s position concerning the confidentiality of the requested information. County is not required to assist Company in opposing disclosure of Confidential Information. Notices under this provision shall be sent to [donna.barrett@verizonwireless.com](mailto:donna.barrett@verizonwireless.com).

2. “Confidential Information” means information not generally known to the public, marked confidential and which is maintained by either of the Parties as confidential, and is reasonably considered confidential, whether of a technical, business or other nature that relates to the infrastructure and network deployment or a potential agreement between County and the Company. Other information, although not necessarily directly related to the infrastructure and network deployment or a potential agreement between County and Company, is nevertheless disclosed as a result of the Parties’ discussions, and is marked confidential or proprietary because of: (i) legends or other markings, the Parties may provide Confidential Information in written or tangible form (including information in computer

software or held in electronic storage media) or by oral, visual or other means. Confidential Information may also, without limitation, include confidential or proprietary documents, plans, records, reports, correspondence, applications, data and any and all other sources of information. If the Confidential Information is provided orally, it shall be deemed to be confidential or proprietary if identified as such by the Parties at the time it is provided. Confidential Information shall not include information that is in the public domain, information that the Parties independently and lawfully obtain and/or information that either Party obtains by a court order.

3. By submitting the Confidential Information, the Parties do not grant to one another or any third party any license, explicitly or implicitly, under any trademark, patent, copyright, mask work, protection right, trade secret or any other intellectual property right, except for the uses identified herein. Further, any submittal of the Confidential Information does not constitute or imply any commitment, promise, or inducement by the Company or County to enter into any further agreements.
4. Except as otherwise required by law, the Confidential Information and information derived directly from the Confidential Information related to the infrastructure network will be used solely for the purpose of evaluating the infrastructure and network deployment or a potential agreement between County and the Company. The Parties and any party to whom the Confidential Information is furnished as provided herein, shall keep the Confidential Information confidential and shall not disclose the Confidential Information to any third persons except as required by law or as permitted pursuant to the terms set forth in this Agreement.
5. The Parties may disclose the Confidential Information or portions thereof only to the persons to whom such disclosure is permissible (collectively, the "Representatives") as follows: (i) officers, employees and legal counsel of the Parties on a need-to-know basis; or (ii) other state agencies, local governments or local development authorities and their respective officers and employees, whose assistance may be requested or required in connection with evaluating infrastructure and network deployment or a potential agreement between County and the Company; (iii) or as otherwise allowed by the terms of this Agreement. Prior to providing any of the Confidential Information to the Representatives, the Parties shall advise any and all of the Representatives of the confidential nature of the Confidential Information and require each such Representative to comply with the requirements of this Agreement.
6. Any person who is provided with Confidential Information shall make best efforts to fully protect the Confidential Information, including but not limited to (i) if the Confidential Information contains hard copies, to keep that Confidential Information in a locked location and to restrict access to anyone who does not have permission to review the Confidential Information; and (ii) if Confidential Information is in digital format, to maintain the Confidential Information in a system with encryption and to restrict access to anyone who does not have permission to review the Confidential Information.
7. Neither Party shall issue any press releases announcing the infrastructure and network deployment or any potential agreement between County and Company or make any similar affirmative announcement to any third person unless the other party provides written consent or if compelled by law, subject to the provisions of Paragraph 9 below.

8. County agrees and acknowledges as follows: (i) the Confidential Information provided by Company to County is owned by Company, and (ii) that breach of this Agreement may cause significant harm to Company.
9. Each actual breach of this Agreement herein shall generate a claim in favor of the other Party that the other Party may assert against the breaching Party. Upon such breach, the other Party shall be authorized to seek all remedies available at law or in equity, including actual and punitive damages, injunctive relief and specific performance. The Parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement.
10. This Agreement will expire upon the earlier of (i) one (1) year from the Effective Date or (ii) upon the completion of the infrastructure and network deployment or execution of an agreement between County and Company. If a subsequent agreement is executed that contains a confidentiality provision, the terms and conditions of that agreement shall govern the issues of non-disclosure and confidentiality. Upon written request made by the Company or in the event this Agreement expires without a subsequent agreement, County shall have thirty (30) days to either (i) promptly return to Company all Confidential Information, all copies thereof, and any notes, reports, compilations, records, or similar documents derived or made therefrom, or (ii) agree with Company upon appropriate methods and certification of destruction or other disposition of the foregoing. Notwithstanding such expiration or termination, all of the Parties' non-disclosure obligations under this Agreement will survive with respect to any Confidential Information received prior to such expiration or termination unless a subsequent agreement is in effect in which case it shall govern.
11. This Agreement also applies to Confidential Information related to the wireless and wireline infrastructure already disclosed to County and County represents that Confidential Information disclosed prior to the Effective Date has not been disclosed to any third persons. Any previously disclosed Confidential Information is subject to the terms and conditions of this Agreement.
12. No failure or delay by Company or County to exercise any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise.
13. This Agreement shall be binding upon and inure to the benefit of County and Company and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without reference to its conflict of law provisions. Any claim between County and Company 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.
14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement.



15. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between County and Company and may not be amended except by a writing executed by both County and Company.
16. Except as expressly provided herein, nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. No Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the others.
17. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized.
18. 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.

IN WITNESS WHEREOF, County and Company have executed this Agreement effective as of the date first above written.

**COUNTY OF CLACKAMAS**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**VERIZON BUSINESS NETWORK  
SERVICES INC.**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

June 11, 2020

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

Members of the Board:

Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District (NCPRD) and Cascade Heights Charter School

<b>Purpose/ Outcomes</b>	This addendum extends the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to NCPRD on March 30, 2018.
<b>Dollar Amount and Fiscal Impact</b>	This extends the Lease Agreement through June 30, 2022. FY 19-20 lease revenue is \$121,551 and increases 5% annually.
<b>Funding Source</b>	n/a
<b>Duration</b>	July 1, 2020 – June 30, 2022
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>March 29, 2018 – <i>Business Meeting</i> – Approval of the Strategic Partnership Facility Use and Transition Agreement between North Clackamas Parks &amp; Recreation District and North Clackamas School District</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>The extension of this lease agreement aligns with the Business &amp; Community Services strategic priority of maintaining critical infrastructure and facilities for the delivery of essential community services.</li> <li>This request to extend the lease agreement ensures a legally compliant and transparent business process, which aligns with the Counties strategic priority of Building Public Trust through Good Government.</li> </ol>
<b>County Counsel Review</b>	Reviewed and approved 5.28.20 JM
<b>Contact Person</b>	Scott Archer, <i>NCPRD Director</i> , 503-742-4471
<b>Contract No.</b>	

**BACKGROUND:**

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services Department, requests approval of an addendum to the lease agreement between NCPRD and Cascade Heights Charter School.

In March 2018, NCPRD entered into a Strategic Partnership Facility Use and Transition Agreement with North Clackamas School District, as part of the sale of the Hood View Sports Complex. A lease agreement between North Clackamas School District and Cascade Heights

Charter School, for the Clackamas Elementary School Buildings and Grounds, was assigned to NCPRD as part of the Partnership Agreement.

This addendum extends the lease agreement through June 30, 2022, keeping all other terms and conditions as stated in the original Lease Agreement, Re-instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

**RECOMMENDATION:**

Staff respectfully recommend the Board approve the addendum to the Lease Agreement with Cascade Heights Charter School.

**ATTACHMENTS:**

1. Addendum to Lease Agreement – Clackamas Elementary School Buildings and Grounds

Respectfully submitted,

*Laura Zentner*

Laura Zentner, CPA  
Director, Business and Community Services

ADDENDUM TO LEASE AGREEMENT  
Clackamas Elementary School Buildings and Grounds  
Effective July 1, 2020

Lessor: North Clackamas Parks and Recreation District  
150 Beaver Creek Rd  
Oregon City, OR 97045

Lessee: Cascade Heights Charter School, an Oregon corporation  
15301 SE 92<sup>nd</sup> Avenue  
Clackamas OR 97015

This is an addendum to extend the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to North Clackamas Parks and Recreation District on March 30, 2018. This document modifies the lease agreement as described below.

The length of the lease agreement is 12 months, which will begin on July 1, 2020, and end on June 30, 2021. All other terms and conditions are as stated in the original Lease Agreement, Re-Instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

DATED: Effective July 1, 2020

LESSOR:


North Clackamas Parks and Recreation District, a County Service District

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

\_\_\_\_\_  
Date

LESSEE:

Cascade Heights Charter School

  
\_\_\_\_\_  
Cory Connors  
Cascade Heights Charter School  
Board Chair

5-26-2020

**NORTH CLACKAMAS SCHOOL DISTRICT &  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
STRATEGIC PARTNERSHIP  
USE AND TRANSITION AGREEMENT**

THIS STRATEGIC PARTNERSHIP USE AND TRANSITION AGREEMENT (this "Agreement") is made and entered into as of the effective date of March 30, 2018 described below (the "Effective Date"), by and between North Clackamas School District (the "District"), an Oregon municipal entity, and North Clackamas Parks and Recreation District ("NCPRD"), a county service district established pursuant to Oregon law.

**RECITALS**

WHEREAS, NCPRD and District have entered into that certain Strategic Partnership Purchase and Sale Agreement, as amended and restated and dated as of February 15, 2018 (the "PSA") that calls for the conveyance of the land and improvements constituting Hood View Park ("Hood View") to the District and the conveyance land and improvements constituting Clackamas Elementary School ("Clackamas"), Concord Elementary School ("Concord"), and Wichita Elementary School ("Wichita") to NCPRD;

WHEREAS, Section 7 of the PSA notes the parties' desire to enter into separate agreements relating to the continued operation and support of activities on such sites; and

WHEREAS, the parties are desirous of the District to continue operating programs at Wichita, the assignment of the lease relating to Clackamas, the public participation relating to the use of Concord, and the continued maintenance of and community access to Hood View managed by NCPRD.

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed by and between the parties above mentioned, for and in consideration of the mutual promises set forth, it is agreed as follows:

1. Effective Date. This Agreement is effective as of March 30, 2018.
2. Term. This Agreement shall end on January 31, 2021 unless otherwise terminated hereunder.
3. Clackamas Transition. Pursuant to the PSA, NCPRD is acquiring Clackamas, which is subject to a lease for the current tenant, Cascade Heights Charter School ("Tenant"). NCPRD has received a copy of the Lease, which runs for up to three years, with an option to terminate upon one year notice on or after June 30, 2018, and has assumed such lease as of the closing of the sale described in the PSA. District has conveyed to NCPRD all information necessary to allow NCPRD to assume all duties associated with the lease. NCPRD will honor current facility use reservations made through the district, but users will be required to complete the NCPRD facility use process to ensure their reservation.
4. Concord Transition. Pursuant to the PSA, NCPRD is acquiring Concord. The District will use Concord's parking lot to park buses, through June 15, 2018, at no cost to the District. NCPRD will honor current facility use reservations made through the District, but users, including the District, will

be required to complete the NCPRD facility use process to ensure their reservation.

5. Wichita Transition. NCPRD acknowledges that the District has developed a well-operated and effective community support program located at Wichita. In order to ensure little to no disruption in these services, the District agrees to operate Wichita after the sale in the same manner as prior to the sale through June 30, 2020 (the “Wichita Transition Period”). District shall be responsible for all management, programming, fee collection, maintenance, and care for the facility. The District shall be entitled to all revenues associated with Wichita’s programming and current use, including lease payments, rents, and fees. The District will provide insurance coverage for liability or loss arising from the use of Wichita as outlined in Section 10, below. NCPRD will have access to Wichita fields and gym and Campbell Elementary School’s gym at no cost to NCPRD via the District’s Facility Use policy and process, and will avoid disruption of school district and current tenant uses. Attachment A of this Agreement governs maintenance and repair provisions related to Wichita during the Wichita Transition Period.
6. Hood View Transition. District acknowledges that NCPRD has developed a well-operated and effective community recreational program located at Hood View. In order to ensure little to no disruption in these services, NCPRD agrees to operate Hood View after the sale in the same manner as prior to the sale through January 31, 2021 (the “Hood View Transition Period”), including consistent with the current use agreement between NCPRD and the District regarding the use of Hood View by the District during school hours. NCPRD shall be responsible for all management, programming, fee collection, maintenance, and care for the facility. NCPRD shall be entitled to all revenues associated with Hood View’s programming and current use, including contributions, payments, advertising revenue, rents, charges, and fees. NCPRD will provide insurance coverage for liability or loss arising from the use of Hood View as outlined in Section 10, below. Notwithstanding the current use agreement, NCPRD will make available to the District an additional fifteen minutes per day of use during spring softball season during the Hood View Transition Period. The parties agree to work together to resolve any outstanding issues and coordination questions in the same cooperative spirit reflected in current practice. The District will provide 6 months’ notice of when the field and/or facilities will not be available for use due to District field and facility improvements. In accordance with the District’s Board Policies, alcohol will not be possessed, consumed, or sold on District property. NCPRD will charge NCPRD rates (in-district resident rates) for programming, activities, and facility use at Hood View for NCS D residents. Attachment A of this Agreement governs maintenance and repair provisions related to Hood View during the Hood View Transition Period.
7. Equity. The parties intend to follow their policies, principles, and commitments on equity.

NCPRD’s Board believes that equity is the principled commitment to ensuring the absence of visible and invisible barriers to fairness in representation, opportunity, and access in Clackamas County. NCPRD’s Board affirms that as matters of principle the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at large. NCPRD’s Board does not discriminate in public accommodations; the County welcomes all people to its places of work and service. Everyone should feel welcome at County public facilities and events, and Civil rights are a class of rights that protect individual freedom. They ensure one’s ability to experience equality and opportunity in society and state without discrimination.

The District’s Board policy is that the principle of equity goes beyond formal equality where all persons are treated the same. Instead, equity fosters an inclusive and barrier-free environment in which everyone will fully benefit. The District will apply this principle of equity to all policies, programs,

operations, practices, and resource allocations. The District's Board recognizes that school facilities are built and maintained using local tax dollars, and that schools are a focal point for community life, and it is the policy for the Board for school facilities to be available for use by the community. The District seeks to cooperate with community organizations and individuals who wish to use schools for worthy educational, cultural, social, recreational, and civic purposes. The District's Board prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, and veterans' status.

8. Funds Available. The parties represent to each other that each has sufficient funds available to meet the obligations set forth herein, and intends to adopt budgets sufficient to meet such contractual obligations.
9. Audit. Either party shall have the right to review information and documentation supporting implementation of this Agreement upon reasonable notice at no cost to the requesting party.
10. Insurance. For premises owned by the District, the District shall maintain property coverage. For premises owned by NCPRD, NCPRD shall maintain property coverage.

For Hood View during the Hood View Transition Period, NCPRD shall maintain the following insurance at NCPRD cost: Liability, including Bodily Injury, Personal Injury, Property Damage, and Automobile Liability (applicable to any automobile assigned to or used in the performance of work, whether owned, hired or non-owned) with policy limits corresponding to the tort cap limits permitted by the Oregon Tort Claims Act (ORS 30.260-30.300). Such insurance shall cover all risks arising directly or indirectly out of NCPRD's activities, including the operation of any motor vehicles by NCPRD and its employees and agents, and whether or not related to an occurrence caused or contributed to by the District's negligence. Certificates evidencing such insurance and cancellation shall be furnished to the District and maintained throughout the term of occupancy. This insurance coverage shall include the District, its divisions, officers, and employees as Additional Insured but only with respect to NCPRD's activities to be performed under this contract.

For Wichita during the Wichita Transition Period, the District shall maintain the following insurance at the District cost: Liability, including Bodily Injury, Personal Injury, Property Damage, and Automobile Liability (applicable to any automobile assigned to or used in the performance of work, whether owned, hired or non-owned) with policy limits corresponding to the tort cap limits permitted by the Oregon Tort Claims Act (ORS 30.260-30.300). Such insurance shall cover all risks arising directly or indirectly out of the District's activities, including the operation of any motor vehicles by the District and its employees and agents, and whether or not related to an occurrence caused or contributed to by the NCPRD's negligence. Certificates evidencing such insurance and cancellation shall be furnished to NCPRD and maintained throughout the term of occupancy. This insurance coverage shall include NCPRD, its divisions, officers, and employees as Additional Insured but only with respect to the District's activities to be performed under this contract.

11. Mutual Indemnification. NCPRD shall indemnify District, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Hood View during the Hood View Transition Period. District shall indemnify NCPRD, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300),




for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Wichita during the Wichita Transition Period.

12. No Third Party Beneficiaries. NCPRD and the District 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.
13. Representations and Warranties. Each party represents and warrants to the others that it 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 the party. In addition, each party represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
14. Severability. If any term or provision of this Agreement is declared 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 Agreement did not contain the particular term or provision held to be invalid.
15. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
16. Amendments. This Agreement may be amended only in writing executed by both parties. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.
17. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the addresses given to the other party for such notice, addressed to the NCPRD Director or District Assistant Superintendent.
18. Termination. This Agreement may be terminated by the District or NCPRD upon thirty (30) days written notice to the other party for one or more material breaches of this Agreement by the other party. This Agreement may be terminated upon 180 days' notice for any reason by either party.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature specified below.

**North Clackamas Parks and Recreation District,**  
a county service district

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

March 29, 18  
Date 3-29-18 IV.1.

**North Clackamas School District**  
an Oregon municipal entity

  
\_\_\_\_\_  
Ron Stewart  
Asst. Superintendent of Operations

3/26/18  
Date

**ATTACHMENT A**  
**MAINTENANCE AND REPAIR OF WICHITA AND HOOD VIEW**

This Attachment A governs the responsibilities of NCPRD and the District related to the utilities, alterations, maintenance, and repair of Wichita during the Wichita Transition Period and Hood View during the Hood View Transition Period. For Wichita, the District is the Operator and NCPRD is the Owner. For Hood View, NCPRD is the Operator and the District is the Owner.

1. Service and Utilities. Operator shall pay all utility charges and service charges, including, but not limited to, such charges as water, heat, electricity, garbage, security, and the like, all at Operator's own expense.
2. Alterations and Additions. Operator shall not make any alterations, additions, or improvements to or of the Premises or any part thereof, without the written consent of Owner first had and obtained, which consent will not be unreasonably withheld; and any alterations, additions, or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the term become a part of the realty and belong to the Owner and shall be surrendered with the Premises. Operator may designate, within 30 days of installation, other items of personal property or equipment which may be added to or become part of the improvements of said Premises by Operator that may be removed by Operator on the expiration of the term of this Agreement, as long as Operator repairs any physical injury to the Premise caused by such removal.

If Owner consents to the making of any alterations, additions, or improvements to the Premises by Operator, the same shall be made by Operator at Operator's sole cost and expense, and any contractor or person selected by Operator to make the same must first be approved of in writing by the Owner, which consent shall not be unreasonably withheld. Any improvements made to the premises by Operator shall be deemed to become a part of the premises.

3. Maintenance and Repairs. Operator, at Operator's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair, damage thereto from causes beyond the reasonable control of Operator and ordinary wear and tear excepted. Operator's responsibility for maintenance, repair, and redecoration includes repairs to interior doors and windows, any light fixtures installed by Operator, appliances, painting and repair of interior walls, ceilings, and floors. Repair and maintenance work done by Operator must be of a quality at least equal to the quality of the most recent installations. Owner shall repair and maintain the Premises for repairs, replacements, and maintenance over \$2,500 per unit or system during each 12 month period, starting at the Effective Date of this agreement.

Owner shall repair and maintain the Premises, all structural portions thereof, the basic plumbing, heating, and electrical systems, unless repairs are caused by the act, neglect, fault, or omission of any duty by Operator, or its agents or employees acting within the course and scope of their employment, in which case Operator shall pay or reimburse Owner for the reasonable cost of such maintenance and repairs. At Owner's expense, Owner will also maintain the common hallways, if any that are not responsibility of lessee, entryways, and the exterior and parking areas in functioning order and condition.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Agreement between  
Water Environment Services and Parametrix Inc., for the Three Creeks Floodplain  
Enhancement Project

<b>Purpose/Outcomes</b>	Approval of a contract with Parametrix Inc. for Phase 1 of the Three Creeks Floodplain Enhancement Project.
<b>Dollar Amount and Fiscal Impact</b>	The maximum compensation authorized under this contract shall be \$705,418.18 for the completion of Phase 1 of the project.
<b>Funding Source</b>	WES Surface Water Operating Funds Oregon DEQ Clean Water State Revolving Fund Loan (No County General Funds are involved)
<b>Duration</b>	Through September 30, 2022
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Action Plan</b>	Aligns with the County's Strategic Priority to, <i>Honor, utilize, promote and invest in our natural resources.</i>
<b>Council Review</b>	May 12, 2020 AK
<b>Contact Person</b>	Ron Wierenga, WES Environmental Services Manager, 503-742-4581 Leah Johanson, WES Senior Civil Engineer, 503-742-4620

**BACKGROUND:**

Clackamas Water Environment Services (WES) operates a large regional surface water facility at a site known as the Three Creeks Natural Area, so named by the nearby confluences of Mt. Scott, Phillips, and Dean Creeks. The site is a unique complex of wetlands, uplands, and open space areas in the heavily urbanized portion of Clackamas County. The surface water facility consists of an active flow control system and a large passive storage pool behind the control gates that can fill during very large rainfall events. WES has had a long-term interest in continuing to optimize the water quality and habitat value of the site, by modifying its runoff management and pollutant removal performance, and riparian, wetland, and in-stream habitat. There are no formal recreation facilities on the site; however, members of the community regularly use it for walking. The site is also used for annual volunteer cleanup events, and watershed groups have engaged in planting and other restoration activity at the site over many years. As a result, there is a high level of public interest in the site.

The goals of the Three Creeks Floodplain Enhancement Project are to:

- Improve the water quality of streams
- Optimize floodplain functions

- Optimize peak flow reduction of the surface water facility
- Enhance riparian and wetland habitat
- Buffer the effects of a changing climate to the extent feasible
- Provide community benefits such as pedestrian access where feasible

The Three Creeks Floodplain Enhancement Project will be completed in three phases:

- Phase 1 – Data collection, modeling, alternatives analysis and preliminary design;
- Phase 2 – Final design and permitting; and
- Phase 3 – Bidding and construction.

WES has been authorized by the Oregon Department of Environmental Quality to receive a Clean Water State Revolving Fund loan for the Three Creeks project. DEQ has prepared a guidance document for Clean Water State Revolving Funds applicants and designers called the *Preliminary Guidelines for a Stream Restoration Project Pre-Design Report*. This guidance forms the basis for analyses and reports that will be completed during Phase 1 of the Three Creeks Floodplain Enhancement Project.

The purpose of Phase 1 is to initiate the project, collect design-level site data, review models, solicit public and agency input, prepare and select preferred alternatives, and prepare a predesign report. Phase 1 includes the following tasks:

- **Kick-Off Meeting and Stakeholder Coordination:** initiate the project and coordinate input from interested and knowledgeable sources for different aspects of the project.
- **Site Characterization, and Data Collection and Predesign Report:** collect and review available reports, collect and evaluate site data in the field and identify data gaps, nominate and evaluate alternatives, and prepare a predesign report.
- **Hydrologic and Hydraulic Modeling:** prepare a project model of the system hydrology and hydraulics for the flood control facility. Two separate and coordinated modeling efforts are included for design alternatives - a 2D model for stream channel design and a flood management model for flood control decisions and hydraulic structure design and floodplain modeling.
- **Public Engagement Process:** design and implement a plan for informing and involving stakeholders – neighbors, businesses, watershed and environmental stewards, County residents, elected officials, internal/external agencies and institutions, etc. – in a meaningful way that allows input to contribute to decision-making by the project team and helps gain community understanding and support for the project.
- **Alternatives Analysis:** develop a suite of alternatives that address each of the key project objectives – flood control and optimization, stream enhancement, water quality improvements, and public site usage – and conduct a process to evaluate and select preferred alternatives.

Phase 1 will result in selection of a preferred alternative for the Three Creeks Floodplain Enhancement Project to advance forward for Phase 2 and Phase 3. This Contract authorizes Phase 1 Work, with phases 2 and 3 to be authorized only through an amendment signed by both parties.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on July 22, 2019. Proposals were publically opened August 22, 2019. The County received four (4) proposals from Parametrix Inc., Otak, Herrera Environmental Consultants Inc., and Wolf Water Resources. Parametrix's proposal was chosen as the highest evaluated proposer and was awarded the Contract through September 30, 2022.

**RECOMMENDATION:**

Staff recommends the Board approve the contract with Water Environment Services and Parametrix Inc., for Phase 1 of the multiphase Three Creeks Floodplain Enhancement Project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist  
Director, WES

Placed on the 6-11-2020 Agenda by the Procurement Division.



**WATER ENVIRONMENT SERVICES  
PERSONAL SERVICES CONTRACT  
Contract #2149**

This Personal Services Contract (this “Contract”) is entered into between **Parametrix, Inc.**, (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2022**.
  
- 2. Scope of Work.** Contractor shall provide personal services related to Phase 1 of the Three Creeks Floodplain Enhancement Project (“Work”), further described in **Exhibit A**. The Work is anticipated to include three phases: Phase 1 – Data collection, modeling, alternatives analysis and preliminary design; Phase 2 – Final design and permitting; and Phase 3 – Bidding and construction. This Contract authorizes Phase 1 Work, with phases 2 and 3 to be authorized only through an amendment signed by both parties.
  
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds for a total contract value not to exceed **seven hundred five thousand four hundred-eighteen dollars and eighteen cents (\$705,418.18)**, for accomplishing Phase 1 Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit C**.
  
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. 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. Payments shall be made to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Leah Johanson.

- 5. Travel and Other Expense.** Authorized:  Yes     No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
  
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

**7. Contractor and District Contacts.**

Contractor	District
Administrator: Richard Roche Phone: 503-416-6168 Email: <a href="mailto:roche@parametrix.com">roche@parametrix.com</a>	Administrator: Leah Johanson Phone: 503-742-4620 Email: <a href="mailto:ljohnson@clackamas.us">ljohnson@clackamas.us</a>

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted 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 their 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. Contractor shall maintain such books and records for a minimum of six (6) 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 FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 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 applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the District 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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, any negligent act or omission, of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, and hold harmless and defend Clackamas County and the District, 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 negligent errors, omissions, or fault of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or any department of District, nor purport to act as legal representative of District or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District, nor shall Contractor settle any claim on behalf of District without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.
  
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves 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; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to 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 benefits.
  
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.



- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 21 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.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. 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 made 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 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. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only. If this Contract is terminated prior to completion, and the District is not in default, District, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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.
- 16. 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, which shall be granted or denied in the District's sole discretion. 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 Article II, Sections 1, 7, 8, 13, 16, 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.
- 17. 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.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the District for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District. Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure. 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, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. 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.

22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract. The Contractor shall complete the Work within the agreed-upon schedule.
23. **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.
24. **FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor 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 Contract.
25. **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.
26. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
  - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the 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 Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. 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 breach entitling District to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
27. **KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key

Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

**28. 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, IS AN INDEPENDENT CONTRACTOR, 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.

Parametrix Inc.

Water Environment Services

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Authorized Signature

Date

---

Chair

Date

---

Name / Title (Printed)

---

Recording Secretary

---

080125-93

Oregon Business Registry #

Approved as to Form:

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FBC/Washington

Entity Type / State of Formation

---

County Counsel

Date

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

Contractor shall complete work as outlined in the Vendor's Negotiated Scope of work hereby included as **Exhibit B**.

**EXHIBIT B**  
**VENDOR'S NEGOTIATED SCOPE**

# SCOPE OF WORK

## Clackamas County Water Environment Services Three Creeks Facility Upgrades

### PROJECT BACKGROUND

Clackamas Water Environment Services (WES) operates a large regional stormwater facility at a site known as the Three Creeks Natural Area (3-Creeks), so named by the nearby confluence of Mt. Scott, Phillips, and Dean Creeks. The site is a complex of wetlands, uplands, open space areas, and related facilities. The stormwater facility consists of an active flow control gate system and a large passive storage pool behind the control gates that can fill during large rainfall events. This pool, when full, can inundate much of the site along Mt. Scott Creek. WES has had a long-term interest in continuing to optimize the facility and improve water resource quality in the basin by modifying its flood management performance, water quality, and riparian, wetland, in-stream, and upland habitat.

Goals of the Three Creeks Enhancement Project are:

- Improve water quality
- Increase over-bank flood storage in the floodplain
- Optimize floodplain storage and peak flow reduction of the facility
- Enhance riparian and wetland habitat
- Provide resilience to climate change to the extent feasible
- Provide community benefits such as pedestrian access if feasible

The project objective is to identify a preferred course of action to improve water resource and floodplain functions in the 3-Creeks site and nearby related streams. Alternatives for optimizing flood control, water quality, and habitat will be developed, compared, and selected. Changes to the system and site will be included in the evaluation. Other potentially affected nearby resources, such as the downstream floodplain, upstream backwater, the Dean Creek confluence, the Phillips Creek water quality facility, and Commerce Park flooding will also be considered. Workshops with project partners and interested stakeholders will be held to obtain valuable site knowledge and review objectives and preferences. The preferred alternative will be selected and preliminary engineering will be conducted to advance the plan to about a 10 percent design. At this design level additional implementation processes will be identified, such as phasing and a permitting strategy.

The Oregon Department of Environmental Quality (DEQ) has prepared a guidance document for Clean Water State Revolving Funds applicants and designers called the *Preliminary Guidelines for a Stream Restoration Project Pre-Design Report*. This guidance will be the general basis for analyses and reports described in this scope of work that will be used to prepare final engineering and construction documents.



## WORK BREAKDOWN

### Phase 1 – Project Initiation, Data Collection, and Alternatives Development

The purpose of this phase is to initiate the project, collect design-level site data, review models, solicit public and agency input, prepare and select preferred alternatives, and prepare a predesign report. In addition, flood studies of the surrounding streams will be conducted and approaches to minimize flooding will be assessed.

#### Task 1.0 – Kick-Off Meeting and Stakeholder Coordination

The purpose of this task is to initiate the project and coordinate input from different sources for different aspects of the project.

##### Activities

- Conduct kickoff meeting. Lead a project kickoff meeting, including discussion of project goals and objectives, team communications, scope and schedule, risk register development (the risk register is a tool to identify and manage threats to the project), coordination with other projects, grant obligations, and preliminary data needs.
- Initiate a stakeholder input process. Initiate a process to inform internal and external stakeholders of the proposed project. Conduct one internal workshop to introduce the project and solicit interest and input from WES staff and agency partners such as ODFW and NCPRD (included in Task 3.5).

##### Assumptions

- Kick-off meeting to be coordinated by WES will include up to eight consultant team staff.

##### Deliverables

- Preliminary risk register (to be updated in the project management task)
- Stakeholder process plan

#### Task 2.0 – Site Restoration, Characterization, and Data Collection and Predesign Report

The purpose of this task is to collect and review available reports, collect and evaluate site data and identify data gaps, consider and evaluate alternatives, and prepare a predesign report. The process described is intended to follow and address the *Preliminary Guidelines for a Stream Restoration Project Pre-Design Report* prepared by DEQ. Additional analyses and effort to conduct the evaluation and prepare design documents are included in Task 3.

#### Task 2.1 – Problem Definition

The purpose of this task is to prepare a general analysis of the existing conditions, deficiencies, and constraints in this system and watershed that will influence project outcomes.

## Activities

- Review existing available data which include the following:
  - *Three Creeks Regional Detention Facility Hydrologic and Hydraulic Analysis Report* (David Evans & Associates 2014)
  - *WES hydrologic and hydraulic modeling* (Pacific Water Resources 2005)
  - *3-Creeks/Harmony Rd Property Site History Review & Summary* (NCPRD 2015)
  - *Wetland delineations* (SWCA 2005; Pacific Habitat Resources 2009.)
  - *Noxious weed maps* (Pacific Habitat Resources 10/23/2009. NCPRD 2018.)
  - *Fish species distribution and abundance and habitat assessment of streams in Clackamas County Service District No. 1* (ODFW 2009)
  - *Harmony Road Area Transportation Improvements EIS* (Various authors July 2007)
  - *Natural Resource Assessment Three Creeks Site Clackamas County, Oregon* (Pacific Habitat Services October 10, 2008)
  - *Various documents from DEQ on ODOT-owned remediation site including Three Creeks mitigation site (DEQ Former East Milwaukie Site) Request for Concurrence* (HDR March 29, 2011)
  - *Intertie 2 Compensatory Wetland Mitigation Post-construction/As-built Report* (SWCA May 21, 2013) and annual reports to DSL and the Corps.
  - Historic air photos from 1936, 1952, 1960, 1970, 1994, and 2005
  - *Stewardship Plan 3-Creeks Natural Area* (Pacific Habitat Services 2018)
  - *Maintenance Manual for Clackamas County Water Environment Services* (Kurahashi April 16, 2001)
  - *Operations Manual for Clackamas County Water Environment Services* (Kurahashi April 16, 2001)
  - *Level I Preliminary Site Assessment for Vandermost and Rose Properties, SE Harmony Rd, Clackamas County, Oregon* (GRI April 12, 1993)
  - *Clackamas County Water Environment Services Benthic Macroinvertebrate and Geomorphical Monitoring Reports* 2003, 2007, 2011, 2014, and 2017. See Sites SD1-M3, SD1-M5, MS-40, and PH-10. (Waterways Consulting and Cole Ecological and predecessors)
  - GIS files showing sanitary sewer infrastructure, storm sewer infrastructure, weed points and weed treatment locations, and others.
  - *Draft Rapid Bio-assessment Report North Clackamas Watersheds* (Inter-fluve, Inc. January 2020) See Mt. Scott Reach 3.
- Define and map flood problem areas in the facility and in immediate proximity (to be completed in Task 2.3).
- Determine existing water quality conditions in the watershed or impacted stream reach using existing available data.

- Determine if there is an applicable reference reach to apply to the restoration segment (to be completed in Task 2.3).
- Define and prepare a project problem statement (to be completed during the project kickoff in Task 1.0).

### Task 2.2 – Design Goals and Objectives

The purpose of this task is to prepare a worksheet with specific project guidance to address desired goals and outcomes.

#### Activities

- Define project objectives and preferred outcomes (to be completed during the project kick-off in Task 1.0)

### Task 2.3 – Physical Site Assessment

The purpose of this task is to conduct an assessment of physical site conditions, including relevant landforms, hydraulics, biology, built environment, riparian zone, and water quality to inform the restoration planning.

#### Activities

- Prepare site base map. Collect available existing site information. Obtain existing CADD files or GIS files showing site infrastructure (catch basins, pipes, inverts, etc.), access and roadways, existing utilities, and approximate property boundaries. Obtain and incorporate LiDAR or other available recent data to develop a site base map. Work with WES to determine extent of project boundaries and identify preliminary survey needs.
- Review model. An existing hydraulic model of the site was prepared to evaluate the structure performance and design. Hydrology was provided by WES from an HEC-HMS model. There are available HEC-RAS models for Mt. Scott and Dean Creeks. All three models will be reviewed to determine their efficacy to address project alternatives and data gaps, if any, will be identified and needed existing condition models will be prepared in Task 3.6.
- Assess existing physical site. Wetlands, streams, riparian zone, stormwater discharge locations, surface flow, and other natural features will be identified and characterized. A geomorphic assessment will be conducted for the relevant project extents. Physical features will be included on the project basemap.
  - A wetland and waters reconnaissance site visit will be conducted and wetlands and the ordinary highwater mark (OHWM) of streams will be shown on the base map, including:
    - Review of available background mapping information (previous wetland delineations from DSL, US Fish and Wildlife Service National Wetlands Inventory, US Department of Agriculture Soil Survey, aerial imagery, County LiDAR, NCPD vegetation and habitat data, and other relevant sources)

## SCOPE OF WORK (continued)

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- Results of site visit identifying wetland boundaries, the OHWM of streams, and sample plot locations recorded using a hand-held GPS unit and hand-mapping. Any structures or features that are unclear from GIS/CADD will be field-checked.
- A brief summary and technical memorandum will be prepared for inclusion in the Task 2.7 predesign report and will include:
  - Discussion of methods, preliminary results, and recommendations
  - Preliminary wetland and waters map and wetland determination data forms
  - An inventory of habitat and natural features and assessment of Water Quality Resource Areas (WQRA) and Habitat Conservation Areas (HCA) from the site visit
- A stream characterization evaluation will be made to document conditions affecting design development. Existing available information and additional field evaluation will be used. Examples of items that would be documented include:
  - Identification of representative stream reaches
  - Measurement of representative channel conditions (via measurement of channel cross sections and longitudinal profiles)
  - Measurement of representative bed material characteristics (via sampling of bed surface material using a Wolman Pebble Count at each representative cross section)
  - Mapping of geomorphic features indicating key channel processes and indicators of instability (e.g., bar forms, depositional surfaces, log jams, knickpoints, side channels, and incoming drainage features)
  - Qualitative bank erosion mapping (e.g., using the Bank Erosion Hazard Index)
  - Mapping of channel modifications (e.g., revetments, concrete lining, riprap, gabion baskets)
  - Reconnaissance of past restoration/enhancement efforts and their relationship to existing conditions
  - Review and summary of past biological monitoring results (fish and benthic macroinvertebrates)
- A brief method and summary technical memorandum will be prepared for inclusion in the Task 2.7 design report.
  - A site habitat and natural features inventory will be made, including:
    - Background review of existing data and field reconnaissance to identify location of habitat types such as oak woodlands, mixed upland forest, and meadows
    - Description of overall species composition will be developed along with an inventory of significant trees, such as old/large oak trees, via GIS
    - Previous habitat restoration areas for consideration in future restoration plans
    - Location of significant non-native invasive plants
    - Overall topography of the site, characterized for range of percent slope and viewsheds across the site
    - A site constraints assessment considering non-natural and introduced site and areas limitations

- Conduct water quality data review. Evaluate existing water quality and stream health in the basin (desktop review), delineate subbasin catchment areas contributing to the facility, evaluate treatment options (offline in or outside of 3-Creeks), examine existing facility benefits, and consider opportunities. Prepare a brief method and summary technical memorandum.
- Review existing flooding. Flooding in the nearby systems will be identified and characterized to the extent existing information is available. Floodplains from available sources will be delineated for the base map. Detailed floodplain analysis and modeling will be prepared in Tasks 3.1 and 3.6.

### Task 2.4 – Alternatives Analysis

The purpose of this task is to develop a suite of alternatives that address each of the key project objectives – flood control and optimization, stream enhancement, water quality improvements, and public site usage – and conduct a process to evaluate and select preferred alternatives.

#### Activities

- Review the range of potential projects and flow management strategies for facility optimization, including but not limited to the following:
  - Flow management – What flow control objectives should be applied and can be optimized by the facility?
  - Water quality improvements – How can facility operation improve water quality and stream quality; can the site be used for off-line treatment? What treatment options exist for stormwater discharge from upstream properties?
  - Riparian habitat – What improvements can be made to riparian and in-stream habitat and is it compatible with facility operations?
  - Area flood management – How can nearby flood issues (Dean Creek, Commerce Park, Rusk Road/Lake Road) be incorporated into the facility optimization?
  - Site access, adjacent and related activities, and upland restoration.
  - Inundation frequency and floodplain connectivity.
- Prepare up to three stream restoration concepts based on information and outcomes from previous tasks, taking into consideration the following:
  - Based upon existing hydrologic modeling, regional curves, and field data collection, a discharge review will be undertaken to define target design discharge(s).
  - Concepts will account for a range of factors including existing channel stability, riparian buffer conditions, riparian and aquatic habitat enhancement options, and site restrictions.
  - Approaches depicted in the concepts may include minimal channel improvements to the existing planform of the channel, partial channel reconfiguration (cross section, planform, and/or profile), and complete channel reconfiguration.

- In-stream and floodplain structures may be incorporated to support concepts and project goals.
- Prepare site access and upland habitat restoration alternatives, including but not limited to the following:
  - Up to three alternatives for future site access and upland habitat restoration. Concepts will address existing activities and facilities and proposed passive, and active features as appropriate based on listening sessions.
  - Proposed activities coordinated with major project goals of flood management and habitat restoration and protection.
  - Upland habitat restoration opportunities for potential future community restoration efforts.
  - Information to support the alternatives analysis.
- Prepare a coordinated set of alternatives integrating the flood and flow management, water quality, stream enhancement and restoration, habitat protection, and site use.
- Prepare a draft alternatives assessment with proposed criteria and rankings for integrated multiple alternatives.
- Conduct a half-day workshop with WES staff and partners to review the alternatives, selection criteria, and screen alternatives.
- Carry eight project elements forward for additional analysis. Review using hydraulic model as applicable.
- Prepare preliminary concept designs (type-size-location) for alternatives carried forward. Prepare planning-level cost opinions.
- Conduct an alternatives finalist selection workshop with WES staff and partners (2 hours).
- Select preferred alternatives with WES staff using a multi-variant alternative selection process.
- Prepare hydrologic and hydraulic modeling to determine general expected outcomes (to be completed in Task 3.1).
- Prepare a summary Alternatives Analysis Technical Memorandum and other summary information in narrative format to support the selection of preferred alternatives.

### Task 2.5 – Design Criteria and Concept Planning

The purpose of this task is to prepare basis of design and requirements for the project design. A preliminary type-size-location (TSL) design will be prepared and the basis for that design described in a technical memorandum, which will be used to inform the final design and construction bid documents.

#### Activities

- Identify supplemental field survey, including utility locates, complete surveying, and additional survey information for base map.

- Complete preliminary TSL drawings, including site civil, stormwater and flood control plans, typical details, and grading, and typical planting plans (as applicable) for the selected alternatives (up to three).
- Develop preliminary TSL-level Engineer’s Opinion of Probable Cost (EOPC).
- Complete preliminary TSL drawings, including stream planform and alignment, extent of grading, location of restoration techniques and structures, profile, typical sections, typical details, and typical planting plans (as applicable) for the selected stream restoration alternatives (up to three).
- Prepare a draft TSL design technical memorandum that includes TSL for selected alternatives, applicable modeling to show performance and results, and locations of improvements that may require land or easements.
- Prepare public access recommendations to identify which access improvements should be included in the current project and which are recommended to be completed in future phases. This effort will be coordinated with NCPRD as site management partner and help identify potential funding opportunities outside of this project. Prepare a brief summary technical memorandum.
- Prepare preferred alternative illustrative plan and sketches. We will prepare an overall preferred plan which will include proposed improvements, flood protection upgrades, stream restoration, stormwater treatment elements, upland habitat restoration, and public access improvements. The illustrative plan will communicate the overall project goals and proposed improvements to the public and project stakeholders. We will also prepare a series of sketches for the various key elements of the project. These sketches may be in section or perspective to convey additional detail of the overall improvements to the project team, project advisors, and public.

### Task 2.6 – Not Included

### Task 2.7 – Project Predesign Report

The purpose for this task is to assemble draft and final predesign reports for the proposed project. The reports will follow the DEQ template in the *Preliminary Guidelines for a Stream Restoration Project Pre-Design Report*.

#### Activities

- Conduct a deliverable kickoff meeting with the key contributing authors, notably, stream design, public access planning, modeling flow management, and permitting.
- Prepare a project-specific template following DEQ guidelines with added sections that are appropriate to this project, notably the flood management strategies.
- Prepare written sections, figures, graphics, tables, and supporting information.
- Prepare technical appendices to support the report, including:
  - Wetland and waters reconnaissance
  - Water Quality Resource Areas (WQRA) and Habitat Conservation Area (HCA) assessments

- Stream and riparian assessment
- Hydraulics and modeling
- Public access/use and uplands assessment
- Permitting plan
- Related support documents for the TSL analysis
- Alternatives analysis support materials

### Assumptions

- Available project materials from past monitoring efforts will be provided by WES.
- Available materials from past wetland and stream assessment will be used when applicable.
- The 3-Creeks study area for stream restoration and the flood control facility is bounded by the railroad crossing at the downstream and upstream ends.
- WES will provide electronic versions of existing available reports, maps, and models.
- The site is accessible (not flooded) during the timeframe allocated to this task to allow for field data collection.
- Wetland boundaries and OHWM of streams will be approximated only and approximate boundary data mapped . A formal delineation of these resources will not be made, verified, or surveyed nor will these resources be flagged in the field.
- Floodplains will be limited to existing available and FEMA-authorized data.
- Workshop and alternatives selections meetings (two) to review the results will be attended by six consultant staff.
- Key decisions on the selected alternative will be made by WES.
- Conflicts with existing utilities or site features can be avoided (to be verified with utility locate).
- All proposed alternatives are passive; no electrical or cabling/communications are needed for any treatment system.
- WES will provide a single consolidated set of resolved review comments.

### Deliverables

- Preliminary TSL drawings (included as part of the draft and final stream restoration project predesign final report)
- Preliminary EOPC (included as part of the draft and final stream restoration project predesign final report)
- Draft stream restoration project predesign report for review by WES
- Final stream restoration project predesign report



### Task 3.0 – Additional Project Analyses

#### Task 3.1 – Hydrologic and Hydraulic Modeling

The purpose of this task is to prepare a project model of the system hydrology and hydraulics for the flood control facility. Two separate and coordinated modeling efforts are included for design alternatives - a 2D model for stream channel design and a flood management model for flood control decisions and hydraulic structure design. A separate floodplain modeling effort is included in Task 3.6.

##### Activities

- Review existing models: HEC-HMS and gauge records for hydrology; HEC-RAS for Mt. Scott Creek, Dean Creek, and Phillips Creek; and SWMM model used for previous flood management analysis.
- Prepare a 2D modeling surface and model for the stream reach in the 3-Creeks facility to evaluate existing conditions and future alternatives.
- Use the hydrology findings and 2D models to develop and assess design stream alternatives.
- Prepare a 3-Creeks model using SWMM for flood control evaluation to select the preferred control option(s).
- Prepare a modeling technical memorandum that summarizes approach, models, assumptions, results, etc. for inclusion as a technical reference for the Task 2.7 predesign report.
- Provide WES with electronic files of all models.

##### Assumptions

- Existing available river hydraulic models and hydrology will be used as a basis for the starting models.
- Updates to the modeling inputs determined in Task 3.6 will be coordinated with this task.
- Final modeling reports of the preferred design will be prepared in Task 3.6.

##### Deliverables

- Modeling technical memorandum to support the basis of design

#### Task 3.2 – Geotechnical Characterization

The purpose of this task is to collect and review readily available subsurface and stormwater facility information for the site to support conceptual design and alternative selection.

##### Activities

- Conduct a site visit and geologic hazards and geotechnical reconnaissance of the site, focusing on the stream area, existing native slopes around the project site and along streams, the stormwater facility, and the existing (dam) embankment. Documenting observations of existing conditions.

- Collect and review readily available geologic maps, subsurface information (e.g., well logs and foundation drawings from nearby projects), aerial photos, and hazard maps (e.g., landslides and liquefaction) for the site and surrounding area.
- Review available design drawings, as-built drawings, maintenance reports, and inspection reports for the 3-Creeks stormwater facility.
- Provide input related to geotechnical considerations for the development of design criteria (Task 2.5).
- Rely on the above-collected information to inform concept design alternatives.
- Prepare conceptual phase geotechnical considerations technical memorandum (draft and final), including a discussion of geologic hazards identified in the site reconnaissance and desktop review, such as landslides or slope instability.

### Assumptions

- Site access will be coordinated through WES.
- Field reconnaissance will be performed during weekdays between 8 am and 6 pm.
- No geotechnical subsurface explorations will be performed.
- Development of understanding of subsurface conditions at the site will be phased and match the conceptual-level analysis of Task 2. Additional targeted subsurface information may be collected in future project design phases (Task 6.2), depending on the selected design.
- Site topography and conceptual plans will be prepared by others and provided in PDF and CAD format.
- No geotechnical support is required to inform stream restoration. Stream bed erosion assessment, and design of woody debris or other erosion control measures will be performed by others.
- Geotechnical considerations provided in the Task 3.2 memorandum will be conceptual. Engineering analyses may be performed in future project design phases, depending on the selected design. Conceptual recommendations will be provided generally in accordance with USACE dam and levee and Oregon Dam Safety guidelines.
- As-built drawings, maintenance reports, and inspection reports for the 3-Creeks stormwater facility will be provided.
- One round of consolidated comments will be incorporated into the concept phase geotechnical considerations technical memorandum before finalizing.
- Deliverables will be submitted electronically.

### Deliverables

- Conceptual phase geotechnical considerations technical memorandum (C-TM) to included in the Task 2.7 predesign report

### Task 3.3 – Public Access Inventory and Evaluation

The purpose of this task is to evaluate existing public access/use and consider future uses and potential changes due to flood control and stream restoration alternatives.

- Review background plans. Collect and evaluate current and future site usage plans to develop an overall understanding of previous planning efforts and vision for site access and improvements. Prepare a brief summary technical memorandum.
- Prepare existing public access site plan. Prepare a plan which identifies the existing social trail network, access points (pedestrian and vehicular), bridges, site hazards, and maintenance roadways.
- Meet with NCPRD and WES. Meet with NCPRD and WES to discuss the overall project objectives for public access. Discuss how public access and education fits into the overall site programming and determine the extent of future public access. If public access is desired, the project will include preparing information for NCPRD to solicit funding opportunities .
- Conduct listening sessions and site tours. Conduct listening sessions and site tours with representatives from organizations that currently use the site. The purpose of the listening sessions and site tours are to inventory the activities, usage times, access points, number of visitors, and overall program from each of the various organizations as it relates to the site. Review existing site plans with representatives to discuss extents of previous restoration efforts, significant trees, and any additional information related to the site.
- Opportunities and constraints. Based on the existing social trails, site habitat and natural features inventory, and decisions around future public access, we will prepare an overall site opportunities and constraints diagram that synthesizes the existing conditions inventory and existing site use information. The diagram will identify public access opportunities for passive recreation. The plan will also identify and address future site maintenance, possible security patrols and emergency access, and will list potential recreational funding sources.

#### Assumptions

- Available project materials from recent inventory and mapping will be provided by WES.
- WES will provide electronic versions of existing available maps and reports.
- Property limits for evaluation include the CCDA Properties. WES will work with CCDA to develop IGA as needed.
- ODOT properties are NOT included in the project. However, if during the analysis it looks like those properties would be beneficial to the project, WES could consider adding them. The preliminary analyses will include these properties as included in or influenced by the project, even if they may not be physically altered.

## Deliverables

- Public access plan technical memorandum

## Task 3.4 – Preliminary Permitting Analysis

The purpose of this task is to provide an early evaluation of expected applicable environmental and land use permits to inform early decision alternatives analyses.

## Activities

- Prepare a list of expected permits. The DEQ pre-design checklist will be used as a guide. Currently anticipated permits include a DSL removal/fill permit, USACE Section 404 permit (including ESA Section 7 and NHPA Section 106 compliance), DEQ Section 401 Water Quality Certification, ODFW fish passage plan approval, Clackamas County grading permit, and Clackamas County permitting related to work within a habitat conservation area, water quality resource area, and floodplains. Supporting documentation will likely be needed including a biological assessment and a cultural and historical resources report.
- Document review. Research and review documents and data as available.
- Permit matrix. Prepare a preliminary permit matrix following preliminary design identifying anticipated environmental permits and approvals for the Project. The matrix will list the anticipated environmental permits or approvals, permit nexus or triggers, issuing agency and contact information, required predecessors, and design information required for submittal.
- Agency coordination and preapplication meetings. Lead coordination with regulatory agencies. Anticipated agency coordination meetings include site visits with ODFW, DSL, USACE, USFWS, NMFS, SHPO, Clackamas County Planning, and DEQ.
- Wetland delineation/OHWM determination. Wetland and OHWM determinations will be based on the initial site analysis work conducted in Task 2.1 above and referred to in this task to support design and permitting documentation described in Task 10.
- Water quality resource areas (WQRA) and habitat conservation areas (HCA) preliminary assessment. Assessment of existing boundaries and condition of vegetated corridors of WQRAs and HCAs based on the initial reconnaissance-level site analysis work conducted in Task 2.1 above will be completed in this taskphase to support preliminary design needed for the selected alternative.
- Floodplain permitting. Meet with WES and Clackamas County staff to discuss floodplain requirements including new floodplain mapping. Technical analysis, mapping, and modeling to support permitting are included in Task 3.6.

## Assumptions

- WES will lead and be the responsible designee for applications for construction, utility, and right-of-way use permits.

- The scope of work anticipates up to two agency site visits and anticipates combined attendance at the site visits.
- This scope of work is based on the anticipated TSL design prepared for selected alternatives.
- The project will not be constructed with federal funds. No NEPA documentation will be required.
- Preliminary documentation will be prepared to inform preliminary project design and may not be adequate to address permitting requirements.
- The following meetings are limited to preapplication meetings for: (1) onsite agency coordination meeting (one); (2) permit matrix review meeting (one); (3) floodplain meeting (one); and two other coordination conference calls.
- The Appendix A checklist from the DEQ predesign guidelines will be used.

### Deliverables

- Permit matrix
- Summary of coordination and preapplication meetings
- Wetland and waters delineation and determination summary report
- WQRA and HCA technical memorandum

### Task 3.5 – Public Engagement Process

The purpose of the public engagement task is to design and implement a plan for informing and involving stakeholders – neighbors, businesses, watershed and environmental stewards, County residents, elected officials, internal/external agencies and institutions, etc. – in a meaningful way that allows input to contribute to decision-making by the project team and helps gain community understanding and support for the project. It will be important to explain the goals for the site and WES’s role in watershed protection to set appropriate public expectations.

### Activities

- Prepare a public engagement and communications plan. The public engagement plan will include a list of known stakeholders, key messaging for the project, and schedule of activities, and tools to inform and solicit input that align with data collection, alternatives development, alternatives analysis, and selecting a preferred alternative.
- Develop public information materials for print, including web content for the agency website a project factsheet, and compelling illustrative map and context graphics that describe the purpose, process, and importance of the project and the Three Creeks Natural Area (environmental function and community resource).

- Conduct stakeholder interviews/listening sessions or site tours (overlap with Task 2.3). As part of the assessment of the existing site and to inform concept development, the project team will identify 12 to 20 stakeholders or users of the site to meet with team members to share information, and knowledge of and hopes for the site. These would be targeted invitations, one-on-one or small groups. Invitations would be conducted via team members by phone or email.
- Develop a video about the importance of the site and documenting past planning and community stewardship to maintain it as a natural area.
- Host a community event or workshop #1 to share the site analysis, objectives of the project, and open some discussion on community preferences related to public access, highlighting what was heard during the Harmony Community Campus Master Plan outreach and recent stakeholder interviews.
- Identify and track opportunities to present the project and planning effort at related meetings and events of stakeholder groups or related/area projects; this could also include tabling at the aquatic center.
- Identify and track locations to share project updates in print/web/email listservs managed by other stakeholder groups, i.e. CCC media/e-newsletters, County quarterly newsletters, watershed council and CPO communications, etc.
- Host community event/workshop #2 to share preferred alternative related to flood structure (footprint of water) and options for public access and other options for environmental approaches (trade-offs that are being explored). Gather feedback to continue work on public access elements of the site.
- Host final open house (event #3) sharing the recommended site plan.

### Assumptions

- Each of the three open house events would have a web version – the first might be a simple questionnaire, the second is likely to show options and ask for specific feedback, and the third may present the plan and next steps with ability for public comments and questions.
- WES will host and update a project website.
- WES will serve as a public point of contact on the website and in-print materials.
- WES will distribute emails to stakeholders through existing County email lists; Consultant will update a stakeholder list and provide to county in advance of any email.
- WES will print and mail any mailed public information.
- WES will provide a geographic mailing list and provide a list of known stakeholders; consultant team will add more during research.
- WES will confirm, provide, or select drone footage for use in video.
- Clackamas Community College or NCPRD Aquatic Park will provide meeting venue space (3 meetings) at no cost or WES will pay venue expense directly.

- WES staff will give presentations or attend other events to share project information, i.e. watershed council meetings, Parks Advisory Board presentation, etc.

### Deliverables

- Draft and final project information sheet (up to 11x17) that can be used as a take-away for events and for the website.
- Web content for use on the project
- Short articles for project website content
- Illustrative map graphic (artistic, not to scale, 11x17 poster for events)
- Introductory project mailer (postcard or revision of the information sheet)
- Summary of listening sessions and site tours
- Postcard or 8.5x11 mailer and email invite to up to three community events
- Social media post content for community events
- Displays/content/graphics and summaries for three community events
- Online versions of three public events
- Final 11x17 newsletter showing site

### Task 3.6 – Hydraulic Modeling for Floodplain Studies and Mapping

The purpose of this task is to conduct floodplain analysis, modeling, mapping, and floodplain map updates for streams related to the study analysis and adjacent reaches. In addition, flood reduction evaluations not related to flow reduction in the 3-Creeks facility will be developed and assessed.

### Activities

- Define floodplain study limits. Identify the modeling limits of the proposed study area and determine data gaps. The anticipated stream reaches include Mt. Scott Creek from the Highway 224 flow gauge upstream to the water level influence of the proposed 3-Creeks modifications (approximately I-205); Dean Creek from the confluence upstream to railroad bridge east of OR 213; Phillips Creek from the confluence upstream to approximately Sunnybrook Road, and Minthorne Creek from the confluence upstream approximately one mile to the terminus of Mallard Way.
- Review existing hydrology. Research and review available documents and data. Select the information to be used for modeling and design. Provide updated hydrology to the Task 3.1 analysis.
- Prepare hydraulic models. Prepare hydraulic models (HEC-RAS) of Mt. Scott, Dean, Phillips, and Minthorne Creeks.

- Evaluate flood management projects. Several known and potential flood management projects in the vicinity of the 3-Creeks facility will be evaluated including: Mt. Scott Creek upstream of the confluence with Dean Creek to SE 84<sup>th</sup> Avenue and the Dean Creek area from the confluence with Mt. Scott Creek upstream to the east railroad bridge (one study area); Phillips Creek upstream of the confluence to SE 84<sup>th</sup> Avenue; Mt. Scott Creek downstream of the 3-Creeks facility in the Lake Apartments area, including United Grocers; and the industrial area south of the railroad (aka Commerce Park).
- Prepare and select alternatives. Flood management project alternatives will be assessed and concept solutions developed. WES will select alternatives to be carried forward in design and modeling. Advance designs to 30 percent design for inclusion in a CLOMR application.
- Support floodplain permitting. Meet with WES and Clackamas County staff to discuss floodplain requirements including new floodplain mapping. Technical analysis, mapping, and modeling to support permitting are included in Task 3.6.

### Assumptions

- Existing floodplain models are available from WES or FEMA. New reaches for Minthorne Creek will be the only new model.
- Corrected effective models will be prepared using new hydrology, if applicable, as developed in this task. WES will provide available as-builts for other changes in the system.
- Modeling will be prepared for three different purposes using the applicable model for each: SWMM model for assessing storage modifications in the flood control facility; a 2D model for the stream restoration/enhancement in the facility; and a backwater model using HEC-RAS for the stream and floodplain mapping. This task addresses HEC-RAS models but will integrate other model findings. Duplicated efforts will be avoided when possible.
- Survey will be conducted under Task 5. Additional mapping for floodplains, such as LiDAR, will be provided by WES.
- Flood study areas will be limited to the areas identified plus up to three additional projects potentially determined by the analysis.
- WES will provide all public notice and fees for FEMA maps changes.
- This task does not include a LOMR.
- Floodplain permitting is addressed in Task 3.4.

### Deliverables

- Draft and final flood study report to supplement the CLOMR
- Updated electronic models



## Task 4.0 – Project Management

### Activities

- Prepare a project schedule and work plan.
- Prepare monthly billing review and invoices.
- Participate in project status meetings (non-task-specific).
- Conduct subconsultant management and contracting (non-task-specific).
- Monthly administrative project support (task setup, filing, communications).
- Update project schedule monthly.
- Review and update risk register monthly.
- Provide assistance with the grant compliance.
- Coordinate between multiple project disciplines to ensure task and project element alignments.

### Assumptions

- The budget provides 18 months of project management (March 2020 through September 2021).
- Monthly project status meetings include two consultant staff and WES Project Manager.
- Subconsultant contracting is limited to four firms.
- Oversight and review of subconsultant products is included in task-specific budgets.

### Deliverables

- Base project schedule
- Monthly invoices with progress notes

## Task 5.0 – Surveying

### Activities

- Field survey. Perform site reconnaissance and supplemental topographic and planimetric field survey within the project area (as defined by the 3-Creeks boundary). This boundary includes property owned by the Clackamas County Development Agency, another county department. Use horizontal and vertical datum to meet design needs and requirements and to supplement existing LiDAR data. Topographic survey is to include channel sections and detail at the facility outlet structure. Outside of the 3-Creeks boundary, supplemental field survey will be collected at the confluence of Dean Creek; up to the bridge upstream of 3-Creeks on Mt. Scott Creek; the berm and railroad to the south of the site; and along the channel and floodplain downstream of the facility to Highway 224. Survey will include unmanned aerial vehicle (UAV) flight to provide aerial imagery and video of project area. Identify and permanently locate

and survey recoverable benchmarks as requested and install project survey control. Obtain the services of a private utility locator to mark and identify underground utilities where applicable. Locate wetland delineation and OHWM flagging. This task includes follow up field visit for supplemental design data, if needed.

- Tree survey. Include trees flagged in the tree survey in the key stream restoration corridor.
- Mapping. The results of the field survey and related materials will be mapped to provide topographic, planimetric, and boundary survey at 1-inch = 20 feet scale. Map legend, notes, and survey stamp and signature will be provided on approved title block.
- Wetland survey. Survey flagged delineated wetland boundaries, OHWM, and sample plot locations
- Stream survey. Provide stream cross sections and structure details (outside of 3-Creeks boundary) for floodplain modeling for up to 16,000 feet of stream at 250-foot intervals and up to 10 structures.

### Assumptions

- The survey team will be provided with unrestricted access to the project sites. WES will lead coordination for right of entry and provide to the consultant prior to start of work.
- Boundary survey will be based on best available record information. Proposed fee does not include the cost for title company research or title report analysis. Should these be necessary WES will provide the title report information for the consultant to provide a scope and fee for title analysis.
- Scope does not include a record of survey – no property corners will be set and no record of survey will be recorded.
- GIS parcel line information will be sufficient for the purposes of delineating lateral ownership boundaries with exception to properties lying within and directly adjacent to the topographic mapping limits.
- Below ground utility depths, material, and sizes, except for sewer and storm structure inverts are not part of the scope.
- WES will make available all utility and record drawings associated within the project area.
- Scope does not include preparation of documents, exhibits, or descriptions for any easements, or right-of-way acquisitions. Consultant may provide scope and fee for this task if required.
- WES will provide electronic versions of existing available maps and models.

### Deliverables

- Base survey – electronic and PDF deliverables at 1 inch = 20 feet scale.
- Aerial survey video
- Wetland and waters delineation map

## Phase 2 – Detailed Design and Permitting

This phase includes services for detailed design and includes tasks for preliminary (30 percent), intermediate (60 percent), prefinal (90 percent), and final (100 percent) design.

### Task 3.7 – Floodplain Studies and Mapping

The purpose of this task is to continue floodplain analysis and mapping updates for streams related to the study analysis and adjacent reaches.

#### Activities

- Prepare and select alternatives. Flood management project alternatives will be assessed and concept solutions developed. WES will select alternatives to be carried forward in design and modeling. Advance designs to 30 percent design for inclusion in a CLOMR application.
- Prepare CLOMR. Prepare a CLOMR for all proposed modifications. Affected FEMA maps in the study will be modified and a modeling report prepared.
- Prepare updated FEMA maps. Prepare proposed mapping using FEMA protocols for updated map panels.
- Support floodplain permitting. Meet with WES and Clackamas County staff to discuss new floodplain mapping. Technical analysis and modeling to support permitting are included in Task 3.6.

#### Assumptions

- Survey will be conducted under Task 5. Additional mapping for floodplains, such as LiDAR, will be provided by WES.
- Flood study areas will be limited to the areas identified plus up to three additional projects potentially determined by the analysis.
- WES will provide all public notice and fees for FEMA maps changes.
- This task does not include a LOMR.
- Floodplain permitting is addressed in Task 3.4.

#### Deliverables

- CLOMR application accepted by FEMA
- Draft and final flood study report to supplement the CLOMR
- Updated electronic models
- Revised floodplain mapping

## Task 5.1 – Design-Level Surveying

### Activities

- Additional Field survey. Perform additional field survey to supplement design needs for the detailed design Phase. Provide up to 10 days of additional survey support to supplement final design work.

### Assumptions

- The survey team will be provided with unrestricted access to the project sites. WES will lead coordination for right of entry and provide to the consultant prior to start of work.
- Scope does not include a record of survey – no property corners will be set and no record of survey will be recorded.
- GIS parcel line information will be sufficient for the purposes of delineating lateral ownership boundaries with exception to properties lying within and directly adjacent to the topographic mapping limits.
- Below ground utility depths, material, and sizes, except for sewer and storm structure inverts are not part of the scope.
- WES will make available all utility and record drawings associated within the project area.
- Scope does not include preparation of documents, exhibits, or descriptions for any easements, or right-of-way acquisitions. Consultant may provide scope and fee for this task if required.
- WES will provide electronic versions of existing available maps and models.

### Deliverables

- Additional base survey to supplement base map for design – electronic and PDF deliverables at 1 inch = 20 feet scale.

## Task 6.0 - Design

### Task 6.1 – Preliminary Design (30 Percent)

The purpose of this task is to prepare 30 percent design-level drawings.

### Activities

- Complete preliminary design drawings. Prepare civil, mechanical, structural, landscape, and design drawings. The anticipated design includes the 3-Creeks facility outlet structure, up to 3,000 feet of stream and floodplain restoration, park connections to the design, one water quality treatment facility, and repairs to two flooding sites. Anticipated sheet list for effort estimate (up to 41 for non-stream projects and 23 for stream):
  - General Sheets
    - Title sheet, sheet index, and vicinity map

## SCOPE OF WORK (continued)

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- Legend, abbreviations, and general notes
- Site key map and survey control
- Site construction access and staging plan (2 sheets)
- Demolition and Site Preparation (outlet facility)
  - Demolition plan (1 sheets at 1" = 40' scale)
  - Demolition details
- Construction Site Plans - Outlet Structure
  - Site plan (2 sheets at 1 inch = 20 feet scale)
  - Grading plan
  - General civil details (2 sheets)
  - Sections
  - Site plan – temporary ESCP (2 sheets at 1 inch = 20 feet scale)
  - Erosion control notes and details
- Construction Site Plans – Stream Channel
  - Site plan (4 sheets at 1 inch = 20 feet scale)
  - Grading Plan (4 sheets at 1 inch = 20 feet scale)
  - Placement of channel stability and habitat structures
  - Existing and proposed channel profile
  - Typical cross sections at key restoration measure, technique, and/or channel feature
  - General stream details (6 sheets)
  - Site plan – temporary ESCP (4 sheets at 1 inch = 20 feet scale)
  - Erosion control notes and details
  - Landscape plans
- Construction Site Plans – Stormwater Treatment
  - Site plan (2 sheets at 1 inch = 20 feet scale)
  - Grading plan (2 sheets at 1 inch = 20 feet scale)
  - Treatment facility plan
  - Facility notes and details (6 sheets)
  - Site plan – temporary ESCP (2 sheets at 1" = 20' scale)
  - Erosion control notes and details
- Landscape and Access Plans
  - Landscape plan (4 sheets at 1 inch = 20 feet scale)
  - Landscape plan notes (2 sheets)
  - Landscape details - planting
  - Landscape details - trails, overlook, signage, other recreational features (2 sheets)

- Prepare design drawings for flood management facilities, stormwater treatment, access and park improvements, and other anticipated design elements.
- Stream Design. Using the field survey, develop preliminary hydraulic model for existing conditions. Evaluate water surface profiles and related characteristics (i.e. velocity, shear stress, flow patterns). Integrate findings related to hydrologic inputs and structure operations, stream hydraulics, access considerations, public concerns, and local constraints (e.g., wetlands, trees, private property, infrastructure, utilities). Develop design plan using natural channel design techniques and incorporating habitat enhancement and floodplain modification features.
- Technical specifications. Develop table of contents for technical specifications.
- EOPC. Develop preliminary EOPC.
- Supplemental survey. Identify supplemental field survey, including utility locate, and provide survey to base map.

### Assumptions

- Key decisions for advancing preferred alternatives will be made by WES.
- WES will identify the project limits and elements to be included in the design, including site access and viewing areas
- Design work previously completed by the consultant in previous phases will be incorporated into the 30% design.
- There are no pumps or electrical design required
- Existing site geotechnical data (e.g., borings, existing foundation designs) are included in Phase 1.
- There are no significant conflicts with existing utilities or site features (to be verified with utility locate).
- Technical specifications will be provided in ODOT format.
- Preliminary design documents will be used by others to develop FEMA, removal-rill, and County floodplain and grading permit applications, as necessary.
- WES will provide one set of resolved and consolidated comments on 30% design which will be incorporated into the 60% design submittal.
- Deliverables will be submitted electronically.

### Deliverables

- Preliminary design (30%) drawings including flood control elements, stream restoration elements, wetland-floodplain-riparian-upland habitat enhancement elements, stormwater treatment, and access-viewing-educational elements.
- Technical specification table of contents.

- Preliminary (30%) EOPC.

### Task 6.2 – Design-Level Geotechnical Explorations and Analysis

The purpose of this task is to perform geotechnical explorations, engineering analyses, and design for the preferred design alternative. The level of effort for this task will vary significantly depending on the design alternative chosen. The scope described herein is representative of the assumed level of effort required to support the evaluation of replacing the existing flood control structure and dam earthen embankment. This scope assumes there will be no major changes to the existing dam or outlet flow control structure.

#### Activities

- Plan and coordinate geotechnical explorations:
  - Prepare exploration plan for WES and design team review.
  - Conduct three borings to characterize soils within and below existing dam earthen embankment.
  - Install groundwater monitoring wells in borings.
  - Conduct laboratory index testing and consolidation and shear strength tests on samples retrieved from the explorations.
  - Conduct one day of cone penetration testing (CPT) to assess material properties of foundation soil layers (e.g., shear strength, permeability, etc.) and evaluate liquefaction susceptibility. Include one pore-pressure dissipation test per CPT and one pore-pressure dissipation test in cohesive soil (if present) to provide estimates of permeability.
- Prepare exploration logs for borings and CPTs.
- Develop one cross-section and one profile for the subsurface soils at the proposed dam earthen embankment.
- Develop code-based seismic design parameters for the site.
- Evaluate impacts the existing subsurface conditions will have on the design and long-term performance of the dam and flood control structure:
  - Perform simplified liquefaction analyses to determine depth of liquefaction and residual shear strength and provide an estimate of seismically induced vertical settlement.
  - Evaluate steady state seepage and slope stability for proposed dam earthen embankment.
- Perform geotechnical engineering evaluation necessary for the existing dam earthen embankment to determine if the dam meets Oregon Dam Safety requirements
- Provide input to the project team regarding acceptable vegetation/plantings on the dam earthen embankment.
- Prepare design phase geotechnical considerations technical memorandum (draft and final):

- Present discussion of geotechnical conditions based on site reconnaissance, subsurface data, and laboratory testing.
- Present seismic design parameters for the site.
- Present discussion of potential impacts to the proposed facilities due to liquefaction during the design seismic event.
- If the existing embankment is found to not meet Oregon Dam Safety requirements, develop and present conceptual alternatives for potential modification of the existing dam earthen embankment, including potential internal filter and drain zones, relief well, drainage trench, cut-off wall, and/or toe berm.
- Review and provide comments related to geotechnical aspects of the design concept, specifications, and plans (30%, 60%, 90%, and 100%).
- Prepare specifications related to earthwork.
- Correspond and interact with and keep Oregon Dam Safety officials informed throughout the project, including prior to conducting explorations, after completing explorations, and during preliminary analyses.
- Prepare submittals to be provided to and respond to questions from Oregon Dam Safety officials.
- Meet with Oregon Dam Safety officials to discuss the project and respond to their questions and comments.

### Assumptions

- Site access will be coordinated through WES.
- Traffic control will not be required.
- Field exploration will be performed during weekdays between 8 am and 6 pm.
- Drill cuttings, including soils and water, are not contaminated, and will be drummed and disposed of off-site.
- Permits for vegetation clearing and access to conduct explorations will be secured by others.
- Flood control structure (i.e., embankment) will be considered a dam based on proposed storage volume and require permitting through the Oregon Dam Safety Program.
- Collecting and reviewing existing site geotechnical and other relevant data (e.g., borings, existing embankment foundation designs, aerial photos, etc.) is included in Phase 1, Task 3.2.
- Design water surface elevation (flood elevation) is to be provided by others.
- Seismic design parameters will be code based and do not include site response analysis.
- A detailed seismic deformation analysis will not be conducted (Newmark method or similar).



- Transient seepage analysis will not be conducted.
- Mitigation design for potential seismic induced liquefaction and deformations is not included in this scope.
- Geotechnical investigation, slope stability analysis, or slope instability/landslide mitigation for steep native slopes, such as at the Northern edge of the site or stream slopes, are not included. If steep native slopes are considered to be hazards during the site reconnaissance, they will be identified in the conceptual phase geotechnical considerations technical memorandum (Task 3.2).
- Flood control structure (i.e., dam earthen embankment) penetrations and structures to be evaluated will be performed generally in accordance with USACE dam and levee and Oregon Dam Safety guidelines.
- Detailed plans and specifications will be developed by others.
- This scope does not include bid support and construction observation.
- One round of comments will be incorporated into the design phase geotechnical considerations technical memorandum before finalizing.
- Deliverables will be submitted electronically.

### Deliverables

- Design phase geotechnical considerations technical memorandum (D-TM)

### Task 7.0 – Intermediate Design (60 Percent)

The purpose of this task is to prepare 60 percent design-level drawings.

### Activities

- Advance drawings to intermediate design level, including civil, structural, and landscape design drawings, as applicable:
  - Flood control elements (flood structure and other elements designed to increase flood storage on site).
  - Stream design
    - Revise design plans to incorporate all comments and revisions.
    - Update hydraulic model to account for design revisions and assess channel function and stability.
    - Evaluate placement and construction of channel stabilization and habitat structures.
  - Habitat enhancement elements, including wetland-floodplain-riparian-upland habitats.
  - Access design, including access-viewing-educational elements.
  - Stormwater treatment
  - Flood structure
  - Planting plans

- Develop draft technical specifications.
- Advancement of EOPC to intermediate design level.
- Update design technical memorandum describing basis of design, process description, and other information.

### Assumptions

- The same assumptions described for preliminary (30%) design apply.
- One meeting with WES is included to discuss and review the intermediate design. The meeting will be attended by three consultant staff.
- WES will provide one set of resolved and consolidated comments on the 60% design which will be incorporated into the 90% design submittal.

### Deliverables

- Intermediate (60%) design drawings
- Draft technical specifications
- Intermediate (60%) EOPC

### Task 8.0 – Pre-final Design (90 Percent)

The purpose of this task is to prepare 90 percent design-level drawings.

### Activities

- Revise design using the same process as under the 60% design while providing additional detail and specificity to all design deliverables:
  - Revise design plans to incorporate all comments and revisions.
  - Update hydraulic model to account for design revisions and assess channel function and stability.
  - Evaluate placement and construction of channel stabilization and habitat structures.
  - Develop detailed structure tables, if appropriate.
  - Perform quantity take-offs for inclusion in permitting documents.
- Advance drawings to prefinal design level, including civil, structural, and landscape design drawings, as applicable, including:
  - Habitat enhancement elements, including wetland-floodplain-riparian-upland habitats
  - Access design, including access-viewing-educational elements
  - Stormwater treatment
  - Flood structure

➤ Planting

- Develop prefinal technical specifications.
- Provide input into Division 0/1 specifications section such as bid form, summary of work, price and payment.
- Advance EOPC to prefinal design level.
- Update design technical memorandum describing basis of design, process description, and other information.

**Assumptions**

- Same assumptions described for preliminary (30% and 60%) design apply.
- One meeting with WES is included to discuss and review the prefinal design. The meeting will be attended by three consultant staff.
- WES's comments on 90% design will be incorporated into the final (100%) design submittal.
- The 90 percent plans will provide the basis for final permitting documents.

**Deliverables**

- Prefinal (90%) design drawings
- Prefinal technical specifications
- Prefinal (90%) EOPC
- Updated basis of design technical memorandum describing basis of design, modeling, process description and diagrams, and other related information

**Task 9.0 – Final Design (100 Percent)**

The purpose of this task is to prepare 100 percent design-level drawings.

**Activities**

- Advance drawings to final design level, including civil, structural, and landscape design drawings, as applicable.
- Draft final technical specifications.
- Advance EOPC to final design level.
- Update stream design
  - Incorporate comments on the 90% deliverables, including review agency input.
  - Update design and all deliverables to provide appropriate level of detail and specificity.

- Add engineer's seal for stream restoration design component.

### Assumptions

- Same assumptions described for preliminary (30%) design apply.
- One meeting with WES is included to discuss and review the final design. The meeting will be attended by three consultant team staff.
- WES's comments on 90% design will be incorporated into the final (100%) design submittal.
- Comments from review agencies will be internally consistent and actionable to allow revision of deliverables.

### Deliverables

- Final design (100%) drawings
- Final technical specifications in ODOT format
- Final (100%) EOPC

### Task 10.0 – Permitting

The purpose of this task is to prepare the forms and documents to obtain permits to construct the proposed improvements. Anticipated required permits include:

- ODFW Fish Passage Plan Approval
- USACE Section 404 permit
- DEQ Section 401 Water Quality Certification
- DSL removal-fill permit
- County grading permit
- Clackamas County Habitat Conservation Area and Water Quality Resource Area permits
- Floodplain modification

### Activities

Fieldwork, report preparation, and mitigation plans will be prepared to support permit applications. The 60 percent design will be used to initiate the permit applications.

- Document review. Research and review documents and data as available.
- Fieldwork and reporting. The following field work will be conducted in support of the related permits:
  - Wetland and waters (OHWM) delineation site visit and report (for DSL concurrence)

## SCOPE OF WORK (continued)

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- WQRA and HCA assessment and report (to be submitted with Construction Management Plan Application)
- Cultural resources fieldwork and report.
- Biological assessment for ESA-listed fish and biological opinion from NMFS and/or USFWS (unless determined to be unnecessary should the project meet requirements for USACE's nationwide permitting and applicable ESA Section 7 programmatic consultation for wetland and in-water work permits, Standard Local Operating Procedures for Endangered Species)
- Permit application preparation. Prepare permit documents, which are anticipated to include:
  - Fish passage plan approval. This task includes the preparation of a fish passage plan to ensure bridge, culvert, or flood control structures are in compliance with Oregon's fish passage rules.
  - Joint Permit Application (JPA) - USACE Section 404, DEQ Section 401, and DSL Removal/Fill Permit. For submittal to DSL, the Portland District USACE, and DEQ. This task includes the preparation of a complete joint permit application, including alternatives analysis, a wetland and waters function and value assessment, project drawings, and an "Alternatives Analysis" describing how proposed impacts have been minimized during project design. The consultant will perform up to two stream function assessments and two wetland assessments for determining mitigation for impacted aquatic resources. A stormwater management and sediment and erosion control plan will also be required for the DEQ and USACE permit applications (to be prepared under Task 2.5). The cultural resources report will be submitted with the JPA to USACE.
  - Clackamas County permit applications
    - WQRA and HCA report in support of construction management plan application
    - Floodplain permit
    - Grading permit
- Permit Support. Provide ongoing coordination and support for WES during the project via correspondence with regulatory agencies post-permit application submittal.

### Assumptions

- The DEQ predesign checklist will be used as a guide.
- This task will be rescoped at the 60% design level when actual project footprint and impacts are known.
- WES will lead and be the responsible designee for applications for construction, utility, and right-of-way use permits.
- The scope of work anticipates up to two agency site visits and anticipates combined attendance at the site visits.
- The project is anticipated to result in a net functional benefit to wetlands and waters and therefore, this task does not include preparation of a compensatory mitigation plan.

- The NPDES Construction Stormwater Permit Notice of Intent will be a contractor-supplied permit.
- WES will be responsible for all permit application fees and third-party review fees.
- WES will be responsible for the publication of all notices and announcements.
- All deliverables will be in PDF file format. WES will be responsible for duplication and distribution of permit submittals and materials.
- SLOPES V will be accepted by USFWS and NMFS for ESA compliance and a Biological Assessment will not be required.
- The project will not be constructed with federal funds. No NEPA documentation will be required related to federal funding. However, the need for a federal permit (e.g., Section 404 Permit) will trigger review under the Federal Endangered Species Act and the National Historic Preservation Act.
- The following meetings are anticipated: two onsite agency coordination meetings (assumes joint meetings); one permit matrix review meeting; up to eight permit coordination conference calls.

### Deliverables

- Permit application materials:
  - Joint Permit Application (JPA) for
    - DSL removal/fill permit
    - USACE Section 404 (including ESA Section 7 and NHPA Section 106 compliance)
    - DEQ Section 401
  - ODFW Fish Passage Plan
  - Land Use Compatibility Statement (LUCS)
  - Biological assessment (if ESA compliance is not achieved through a SLOPES programmatic under Section 7 of the ESA)
  - Wetlands and waters report for DSL Concurrence
  - Cultural resources report
  - Clackamas County Floodplain Development Permit for Type II Review
  - County grading permit
  - Clackamas County Habitat Conservation Area District and/or Water Quality Resource Area District report and mitigation plan, development permit, and construction management plan

### Phase 3 – Bidding and Construction Observation

The purpose of this phase is to provide services to support WES with the final bid package, bidding support, and selection of the construction contractor.

## Task 11.0 – Bidding Assistance

### Activities

- Assist WES with bid document development.
- Support WES with prebid meetings.
- Answer questions and Requests for Information (RFIs) from bidders.
- Assist with bid review and selection.

### Assumptions

- Bid document technical sections will consist of final Phase 4 design deliverables. WES will provide front-end administrative and contracting sections of bid documents.
- The consultant will assist WES with development and assembly of bid documents.
- There will be one prebid meeting, attended by the consultant project manager and project engineer.
- A total of 88 professional hours have been budgeted for bidding assistance.
- Construction services is not included in this phase.

### Deliverables

- Bid documents
- Requests for Information (RFIs) responses and technical addenda and interpretation of contract documents.
- Bid review and selection technical memorandum

## Task 12.0 – Construction Observation Support

### Activities

- Provide assistance during construction, including review, response, and acceptance of submittals and change orders, and periodic inspections to verify the constructed improvements are performed in accordance with the intent of the design documents.
- Prepare record drawings from contractor redline markups and changes documented by the construction observations.
- Provide an asset list of structural and nonstructural elements and storm drainage components included, if any.
- Develop an operations and maintenance (O&M) manual that will include summary of anticipated site performance and recommendations for routine inspections and maintenance following site construction.

### Assumptions

The construction time frame is 18 months from contract award to contract closure.

### Deliverables

- Record drawings
- Asset list
- Project closeout report
- O&M manual



**EXHIBIT C  
FEE SCHEDULE**

Summary Cost Estimate

Task	Subtask	Description	Labor		Parametrix		Biohabitats		Juncus		Shannon & Wilson		JLA	
			Dollars	Labor Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours
<b>P01</b>		<b>Phase 1-Project Initiation, Data Collection, and Alternatives Development</b>	<b>\$705,418.18</b>	<b>4,683</b>	<b>\$356,703.26</b>	<b>2271</b>	<b>\$140,150.00</b>	<b>926</b>	<b>\$63,980.00</b>	<b>512</b>	<b>\$82,500.00</b>	<b>500</b>	<b>\$62,084.92</b>	<b>474</b>
P01	0100	Project Kickoff	\$15,417.08	74	\$7,819.96	34	\$2,960.00	16	\$1,400.00	8	\$1,880.00	8	\$1,357.12	8
P01	0201	Site Characterization-Problem Definition	\$2,988.72	12	\$2,988.72	12	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
P01	0202	Site Characterization-Design Goals and Objectives	\$2,184.00	8	\$2,184.00	8	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
P01	0203	Site Characterization-Physical Site Assessment	\$78,053.68	516	\$52,413.68	340	\$19,760.00	128	\$5,880.00	48	\$0.00	0	\$0.00	0
P01	0204	Site Characterization-Alternatives Analysis	\$82,506.60	504	\$49,303.84	272	\$21,600.00	144	\$8,540.00	68	\$0.00	0	\$3,062.76	20
P01	0205	Site Characterization-Design Criteria	\$89,058.76	594	\$38,688.76	248	\$29,550.00	190	\$14,140.00	116	\$6,680.00	40	\$0.00	0
P01	0207	Site Characterization-Pre-design Report	\$44,337.04	284	\$26,617.04	152	\$9,600.00	64	\$8,120.00	68	\$0.00	0	\$0.00	0
P01	0301	Additional Project Analyses-Hydrologic and Hydraulic Modeling	\$65,658.34	446	\$30,978.34	190	\$34,680.00	256	\$0.00	0	\$0.00	0	\$0.00	0
P01	0302	Additional Project Analyses-Geotechnical Characterization	\$67,385.28	418	\$2,145.28	10	\$0.00	0	\$0.00	0	\$65,240.00	408	\$0.00	0
P01	0303	Additional Project Analyses-Public Access Inventory and Evaluation	\$30,114.32	208	\$5,640.08	24	\$7,200.00	48	\$14,560.00	120	\$0.00	0	\$2,714.24	16
P01	0304	Additional Project Analyses-Preliminary Permitting Analysis	\$16,521.44	88	\$11,341.44	76	\$1,480.00	8	\$700.00	4	\$0.00	0	\$0.00	0
P01	0305	Additional Project Analyses-Public Engagement Process	\$74,457.36	542	\$11,899.82	56	\$2,960.00	16	\$9,240.00	72	\$0.00	0	\$50,357.54	398
P01	0306	Additional Project Analyses-Hydraulic Studies for Floodplain Mapping	\$40,894.88	256	\$37,934.88	240	\$2,960.00	16	\$0.00	0	\$0.00	0	\$0.00	0
P01	0400	Project Management	\$47,043.10	250	\$24,949.84	126	\$7,400.00	40	\$1,400.00	8	\$8,700.00	44	\$4,593.26	32
P01	0500	Surveying	\$48,797.58	483	\$48,797.58	483	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
<b>P02</b>		<b>Phase 2-Detailed Design and Permitting</b>	<b>\$736,513.67</b>	<b>4,855</b>	<b>\$448,893.67</b>	<b>2,909</b>	<b>\$93,020.00</b>	<b>636</b>	<b>\$53,130.00</b>	<b>446</b>	<b>\$141,470.00</b>	<b>864</b>	<b>\$0.00</b>	<b>0</b>
P02	0307	Additional Project Analyses-Floodplain Mapping and CLOMR	\$13,994.64	92	\$13,994.64	92	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
P02	0501	Design-Level Survey	\$38,259.65	383	\$38,259.65	383	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
P02	0601	Preliminary (30%) Design	\$110,295.60	716	\$68,675.60	424	\$33,780.00	228	\$7,840.00	64	\$0.00	0	\$0.00	0
P02	0602	Design-Level Geotechnical Analysis	\$149,466.40	904	\$7,996.40	40	\$0.00	0	\$0.00	0	\$141,470.00	864	\$0.00	0
P02	0700	Intermediate (60%) Design	\$111,255.60	756	\$68,675.60	424	\$22,980.00	156	\$19,600.00	176	\$0.00	0	\$0.00	0
P02	0800	Pre-Final (90%) Design	\$98,434.60	664	\$69,594.60	440	\$16,240.00	112	\$12,600.00	112	\$0.00	0	\$0.00	0
P02	0900	Final (100%) Design	\$71,581.00	462	\$55,431.00	340	\$10,060.00	68	\$6,090.00	54	\$0.00	0	\$0.00	0
P02	1000	Permitting	\$143,226.18	878	\$126,266.18	766	\$9,960.00	72	\$7,000.00	40	\$0.00	0	\$0.00	0
<b>P03</b>		<b>Phase 3-Bidding and Construction Observation</b>	<b>\$101,297.12</b>	<b>624</b>	<b>\$46,737.12</b>	<b>296</b>	<b>\$50,360.00</b>	<b>304</b>	<b>\$4,200.00</b>	<b>24</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>
P03	1100	Bidding Assistance	\$36,460.40	192	\$17,460.40	88	\$14,800.00	80	\$4,200.00	24	\$0.00	0	\$0.00	0
P03	1200	Construction Observation Support	\$64,836.72	432	\$29,276.72	208	\$35,560.00	224	\$0.00	0	\$0.00	0	\$0.00	0
<b>Labor Totals:</b>			<b>\$1,543,228.97</b>	<b>10,162</b>	<b>\$852,334.05</b>	<b>5476</b>	<b>\$283,530.00</b>	<b>1866</b>	<b>\$121,310.00</b>	<b>982</b>	<b>\$223,970.00</b>	<b>1364</b>	<b>\$62,084.92</b>	<b>474</b>
<b>Expenses:</b>			<b>\$53,900.66</b>		<b>\$10,315.00</b>		<b>\$500.00</b>		<b>\$500.00</b>		<b>\$40,463.66</b>		<b>\$2,122.00</b>	
<b>Totals:</b>			<b>\$1,597,129.63</b>		<b>\$862,649.05</b>		<b>\$284,030.00</b>		<b>\$121,810.00</b>		<b>\$264,433.66</b>		<b>\$64,206.92</b>	<b>474</b>

Project Total **\$1,597,129.63**

**Parametrix**

			Billing Rates:																							
			\$122.69	\$137.25	\$147.23	\$149.79	\$125.68	\$201.18	\$121.62	\$273.00	\$118.30	\$142.74	\$199.91	\$104.62	\$182.00	\$113.30	\$188.66	\$156.55	\$213.20	\$112.94	\$101.40	\$84.50	\$156.98	\$119.02		
Task	Subtask	Description	Labor Dollars	Labor Hours	Shanon L. Harris	Debra M. Fetherston	Jean N. Johnson	Butch R. Purganan	Sybil Gooljar	Michael S. Phelps	Patricia E. Yi	Paul S. Fendt	Sarah R. Rife	Irina Lapina	Shawn E. Ellis	Jessica M. Pickner	Theodore B. Prince	Amanda S. Thompson	Taya Maclean	Skye Thomas	Andrew Huston	Brad Rhoades	Mike D'Agostino	Isaac Kolin	Josh Ahman	Trey Parry
Task	Subtask	Description	Labor Dollars	Labor Hours	Project Controls Specialist	Publications Supervisor	Sr Contract Administrator	Technical Lead	Technical Editor	EP&C Division Manager	Sr Graphic Designer	Sr Consultant	Engineer III	Scientist/Biologist III	Sr Engineer	Project Accountant	Sr Engineer	Engineer II	Sr. Biologist	Sr Surveyor-13	Survey Supervisor-14	Surveyor III-11	Surveyor II-10	Surveyor I-9	Planner IV (GIS)	Scientist III
P01		<b>Phase 1-Project Initiation, Data Collection, and Alternatives Development</b>	<b>\$356,703.26</b>	<b>2,271</b>	66	42	8	24	38	104	50	338	288	56	160	18	176	248	68	32	3	72	192	184	104	0
P01	0100	Project Kickoff	\$7,819.96	34						8	2	16			8											
P01	0201	Site Characterization-Problem Definition	\$2,988.72	12						4		8														
P01	0202	Site Characterization-Design Goals and Objectives	\$2,184.00	8								8														
P01	0203	Site Characterization-Physical Site Assessment	\$52,413.68	340	4	8			8	8	8	16	32	40	8		40	72	40							56
P01	0204	Site Characterization-Alternatives Analysis	\$49,303.84	272	4	10			10	12	8	80	16		16		32	72								12
P01	0205	Site Characterization-Design Criteria	\$38,688.76	248	8	8		24	8	8	8	24	24		24		32	72								8
P01	0207	Site Characterization-Predesign Report	\$26,617.04	152	8	8			8	8	8	40	16		8		16	32								
P01	0301	Additional Project Analyses-Hydrologic and Hydraulic Modeling	\$30,978.34	190	2	4			4		4	16	80		56		16									8
P01	0302	Additional Project Analyses-Geotechnical Characterization	\$2,145.28	10								2			8											
P01	0303	Additional Project Analyses-Public Access Inventory and Evaluation	\$5,640.08	24						8		12							4							
P01	0304	Additional Project Analyses-Preliminary Permitting Analysis	\$14,341.44	76						32		4		16				24								
P01	0305	Additional Project Analyses-Public Engagement Process	\$11,899.82	56						16	4	16			16											4
P01	0306	Additional Project Analyses-Floodplain Analysis	\$37,934.88	240	4	4					8	32	120		16		40									16
P01	0400	Project Management	\$24,949.84	126	36		8					64				18										
P01	0500	Surveying	\$48,797.58	483																32	3	72	192	184		
P02		<b>Phase 2-Detailed Design and Permitting</b>	<b>\$448,893.67</b>	<b>2,909</b>	0	48	0	472	0	76	0	112	40	240	364	0	356	480	182	20	3	48	160	152	96	60
P02	0307	Additional Project Analyses-Floodplain Mapping and CLOMR	\$13,994.64	92								8	40		4											40
P02	0501	Design-Level Survey	\$38,259.65	383																20	3	48	160	152		
P02	601	Preliminary (30%) Design	\$68,675.60	424				120				24			80		80	120								
P02	602	Design-Level Geotechnical Analysis	\$7,996.40	40											40											
P02	0700	Intermediate (60%) Design	\$68,675.60	424				120				24			80		80	120								
P02	0800	Pre-Final (90%) Design	\$69,594.60	440		12		120				8			80		100	120								
P02	0900	Final (100%) Design	\$55,431.00	340		12		80				8			80		80	80								
P02	1000	Permitting	\$126,266.18	766		24		32		76		40		240		16	40	182							56	60
P03		<b>Phase 3-Bidding and Construction Observation</b>	<b>\$46,737.12</b>	<b>296</b>	4	4	0	0	8	0	8	16	0	0	56	0	80	120	0	0	0	0	0	0	0	0
P03	1100	Bidding Assistance	\$17,460.40	88								8			40		40									
P03	1200	Construction Observation (O & M Manual)	\$29,276.72	208	4	4			8		8	8			16		40	120								

<b>Labor Totals:</b>	\$852,334.05	5,476	70	94	8	496	46	180	58	466	328	296	580	18	612	848	250	52	6	120	352	336	200	60
<b>Totals:</b>	<b>\$852,334.05</b>		<b>\$8,588.30</b>	<b>\$12,901.50</b>	<b>\$1,177.84</b>	<b>\$74,295.84</b>	<b>\$5,781.28</b>	<b>\$36,212.40</b>	<b>\$7,053.96</b>	<b>\$127,218.00</b>	<b>\$38,802.40</b>	<b>\$42,251.04</b>	<b>\$115,947.80</b>	<b>\$1,883.16</b>	<b>\$111,384.00</b>	<b>\$96,078.40</b>	<b>\$47,165.00</b>	<b>\$8,140.73</b>	<b>\$1,279.20</b>	<b>\$13,552.50</b>	<b>\$35,692.80</b>	<b>\$28,392.00</b>	<b>\$31,395.00</b>	<b>\$7,140.90</b>

<b>Other Direct Expenses</b>	
Mileage	\$980.00
Survey Equipment (\$155/day)	\$5,735.00
Travel	\$3,600.00
<b>Other Direct Expenses Total:</b>	<b>\$10,315.00</b>

**Project Total** \$862,649.05

**Biohabitats**

				Billing Rates:							
				\$185.00	\$185.00	\$185.00	\$115.00	\$115.00	\$155.00	\$120.00	
Task	Subtask	Description	Labor Dollars	Labor Hours	Sr Fluvial Geomorphologist	Sr Restoration Ecologist	Sr Engineer (PE)	Engineer (EIT)	Landscape Architect/CAD	Engineer (PE)	Water Resources Engineer (PE)
		<b>Phase 1-Project Initiation, Data Collection, and Alternatives Development</b>	<b>\$140,150.00</b>	<b>926</b>	<b>244</b>	<b>100</b>	<b>102</b>	<b>144</b>	<b>128</b>	<b>40</b>	<b>168</b>
P01	0100	Project Kickoff	\$2,960.00	16	8		8				
P01	0201	Site Characterization-Problem Definition	\$0.00	0							
P01	0202	Site Characterization-Design Goals and Objectives	\$0.00	0							
P01	0203	Site Characterization-Physical Site Assessment	\$19,760.00	128	40	16	16	40	16		
P01	0204	Site Characterization-Alternatives Analysis	\$21,600.00	144	40	16	16	32	40		
P01	0205	Site Characterization-Design Criteria	\$29,550.00	190	40	40	30	40	40		
P01	0207	Site Characterization-Pre-design Report	\$9,600.00	64	16	8	8	24	8		
P01	0301	Additional Project Analyses-Hydrologic and Hydraulic Modeling	\$34,680.00	256	16	8	16	8		40	168
P01	0302	Additional Project Analyses-Geotechnical Characterization	\$0.00	0							
P01	0303	Additional Project Analyses-Public Access Inventory and Evaluation	\$7,200.00	48	8	8	8		24		
P01	0304	Additional Project Analyses-Preliminary Permitting Analysis	\$1,480.00	8	4	4					
P01	0305	Additional Project Analyses-Public Engagement Process	\$2,960.00	16	16						
P01	0306	Additional Project Analyses-Floodplain Mapping	\$2,960.00	16	16						
P01	0400	Project Management	\$7,400.00	40	40						
P01	0500	Surveying	\$0.00	0							
<b>P02</b>		<b>Phase 2-Detailed Design and Permitting</b>	<b>\$93,020.00</b>	<b>636</b>	<b>156</b>	<b>64</b>	<b>64</b>	<b>128</b>	<b>224</b>	<b>0</b>	<b>0</b>
P02	0307	Additional Project Analyses-Floodplain Mapping and CLOMR	\$0.00	0							
P02	0501	Design-Level Survey	\$0.00	0							
P02	0600	Preliminary (30%) Design	\$33,780.00	228	60	24	24	40	80		
P02	0700	Intermediate (60%) Design	\$22,980.00	156	40	16	16	24	60		
P02	0800	Pre-Final (90%) Design	\$16,240.00	112	32	8	8	24	40		
P02	0900	Final (100%) Design	\$10,060.00	68	16	8	8	16	20		
P02	1000	Permitting	\$9,960.00	72	8	8	8	24	24		
<b>P03</b>		<b>Phase 3-Bidding and Construction Observation</b>	<b>\$50,360.00</b>	<b>304</b>	<b>80</b>	<b>60</b>	<b>80</b>	<b>60</b>	<b>24</b>	<b>0</b>	<b>0</b>
P03	1100	Bidding Assistance	\$14,800.00	80	40		40				
P03	1200	Construction Observation Support	\$35,560.00	224	40	60	40	60	24		
<b>Labor Totals:</b>			<b>\$283,530.00</b>	<b>1,866</b>	<b>480</b>	<b>224</b>	<b>246</b>	<b>332</b>	<b>376</b>	<b>40</b>	<b>168</b>
<b>Totals:</b>			<b>\$283,530.00</b>		<b>\$88,800.00</b>	<b>\$41,440.00</b>	<b>\$45,510.00</b>	<b>\$38,180.00</b>	<b>\$43,240.00</b>	<b>\$6,200.00</b>	<b>\$20,160.00</b>
					480	224	246	332	376	40	168
<b>Other Direct Expenses</b>											
Mileage			\$500.00								
<b>Other Direct Expenses Total:</b>			<b>\$500.00</b>								
<b>Project Total</b>			<b>\$284,030.00</b>								

Client: Clackamas County  
 Project: Three Creeks Natural Area Floodplain Enhancement  
 Project No: 553-1751-848

**Juncus**

	Dave Elkin	
	Principal	Landscape Designer
<b>Billing Rates:</b>	\$175.00	\$105.00

Task Subtask Description	Labor Dollars	Labor Hours			
<b>P01</b>	<b>Phase 1-Project Initiation, Data Collection, and Alternatives Development</b>	<b>\$63,980.00</b>	<b>512</b>	<b>146</b>	<b>366</b>
P01 0100	Project Kickoff	\$1,400.00	8	8	
P01 0201	Site Characterization-Problem Definition	\$0.00	0		
P01 0202	Site Characterization-Design Goals and Objectives	\$0.00	0		
P01 0203	Site Characterization-Physical Site Assessment	\$5,880.00	48	12	36
P01 0204	Site Characterization-Alternatives Analysis	\$8,540.00	68	20	48
P01 0205	Site Characterization-Design Criteria	\$14,140.00	116	28	88
P01 0207	Site Characterization-Pre-design Report	\$8,120.00	68	14	54
P01 0301	Additional Project Analyses-Hydrologic and Hydraulic Modeling	\$0.00	0		
P01 0302	Additional Project Analyses-Geotechnical Characterization	\$0.00	0		
P01 0303	Additional Project Analyses-Public Access Inventory and Evaluation	\$14,560.00	120	28	92
P01 0304	Additional Project Analyses-Preliminary Permitting Analysis	\$700.00	4	4	
P01 0305	Additional Project Analyses-Public Engagement Process	\$9,240.00	72	24	48
P01 0306	Additional Project Analyses-Floodplain Mapping	\$0.00	0		
P01 0400	Project Management	\$1,400.00	8	8	
P01 0500	Surveying	\$0.00	0		
<b>P02</b>	<b>Phase 2-Detailed Design and Permitting</b>	<b>\$53,130.00</b>	<b>446</b>	<b>90</b>	<b>356</b>
P02 0307	Additional Project Analyses-Floodplain Mapping and CLOMR	\$0.00	0		
P02 0501	Design-Level Survey	\$0.00	0		
P02 0600	Preliminary (30%) Design	\$7,840.00	64	16	48
P02 0700	Intermediate (60%) Design	\$19,600.00	176	16	160
P02 0800	Pre-Final (90%) Design	\$12,600.00	112	12	100
P02 0900	Final (100%) Design	\$6,090.00	54	6	48
P02 1000	Permitting	\$7,000.00	40	40	
<b>P03</b>	<b>Phase 3-Bidding and Construction Observation</b>	<b>\$4,200.00</b>	<b>24</b>	<b>24</b>	<b>0</b>
P03 1100	Bidding Assistance	\$4,200.00	24	24	
P03 1200	Construction Observation Support	\$0.00	0		

<b>Labor Totals:</b>	\$121,310.00	982	260	722
<b>Totals:</b>	<b>\$121,310.00</b>		<b>\$45,500.00</b>	<b>\$75,810.00</b>

**Other Direct Expenses**

Mileage and direct expenses \$500.00

**Other Direct Expenses Total: \$500.00**

**Project Total \$121,810.00**

**Shannon & Wilson**

Stan Boyle	Travis Nguyen	Almee Holmes	Cody Sorensen	Jennifer Mead	Nathan Villeneuve								
Vice President	Senior Associate	Senior Engineering Geologist III	Senior Geologist III	Senior Engineer II	Senior Engineering Geologist I	Senior Engineer I	Geology Staff III	Senior Office Services	Office Services II				
\$235.00	\$215.00	\$160.00	\$160.00	\$145.00	\$135.00	\$135.00	\$115.00	\$120.00	\$80.00				

Task	Subtask	Description	Labor Dollars	Labor Hours										
<b>P01</b>		<b>Phase 1-Project Initiation, Data Collection, and Alternatives Development</b>	<b>\$82,500.00</b>	<b>500</b>	<b>68</b>	<b>80</b>	<b>36</b>	<b>0</b>	<b>172</b>	<b>108</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>4</b>
P01	0100	Project Kickoff	\$1,880.00	8	8									
P01	0201	Site Characterization-Problem Definition	\$0.00	0										
P01	0202	Site Characterization-Design Goals and Objectives	\$0.00	0										
P01	0203	Site Characterization-Physical Site Assessment	\$0.00	0										
P01	0204	Site Characterization-Alternatives Analysis	\$0.00	0										
P01	0205	Site Characterization-Design Criteria	\$6,680.00	40	4	4	16	0	16	0	0	0	0	0
P01	0207	Site Characterization-Pre-design Report	\$0.00	0										
P01	0301	Additional Project Analyses-Hydrologic and Hydraulic Modeling	\$0.00	0										
P01	0302	Additional Project Analyses-Geotechnical Characterization	\$65,240.00	408	56	40	20	0	156	108	0	24	0	4
P01	0303	Additional Project Analyses-Public Access Inventory and Evaluation	\$0.00	0										
P01	0304	Additional Project Analyses-Preliminary Permitting Analysis	\$0.00	0										
P01	0305	Additional Project Analyses-Public Engagement Process	\$0.00	0										
P01	0306	Additional Project Analyses-Floodplain Mapping	\$0.00	0										
P01	0400	Project Management	\$8,700.00	44	0	36	0	0	0	0	0	0	8	0
P01	0500	Surveying	\$0.00	0										
<b>P02</b>		<b>Phase 2-Detailed Design and Permitting</b>	<b>\$141,470.00</b>	<b>864</b>	<b>152</b>	<b>50</b>	<b>54</b>	<b>8</b>	<b>452</b>	<b>100</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>8</b>
P02	0307	Additional Project Analyses-Floodplain Mapping and CLOMR	\$0.00	0										
P02	0501	Design-Level Survey	\$0.00	0										
P02	0600	Preliminary (30%) Design	\$0.00	0										
P02	602	Design-Level Geotechnical Analysis	\$141,470.00	864	152	50	54	8	452	100	40	0	0	8
P02	0700	Intermediate (60%) Design	\$0.00	0										
P02	0800	Pre-Final (90%) Design	\$0.00	0										
P02	0900	Final (100%) Design	\$0.00	0										
P02	1000	Permitting	\$0.00	0										
<b>P03</b>		<b>Phase 3-Bidding and Construction Observation</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
P03	1100	Bidding Assistance	\$0.00	0										
P03	1200	Construction Observation Support	\$0.00	0										
<b>Labor Totals:</b>			<b>\$223,970.00</b>	<b>1,364</b>	<b>220</b>	<b>130</b>	<b>90</b>	<b>8</b>	<b>624</b>	<b>208</b>	<b>40</b>	<b>24</b>	<b>8</b>	<b>12</b>
<b>Totals:</b>			<b>\$223,970.00</b>		<b>\$51,700.00</b>	<b>\$27,950.00</b>	<b>\$14,400.00</b>	<b>\$1,280.00</b>	<b>\$90,480.00</b>	<b>\$28,080.00</b>	<b>\$5,400.00</b>	<b>\$2,760.00</b>	<b>\$960.00</b>	<b>\$960.00</b>

220 130 90 8 624 208 40 24 8 12

**Subconsultants**

Drilling and CPTs	\$19,800.00
Clearing Contractor	\$5,500.00

**Subconsultants Total: \$25,300.00**

**Other Direct Expenses**

Mileage & Per Diem	\$1,195.66
Field Equipment Rentals	\$208.00
Laboratory Testing	\$13,760.00

**Other Direct Expenses Total: \$15,163.66**

**Project Total \$264,433.66**

Client: Clackamas County  
 Project: Three Creeks Natural Area Floodplain Enhancement  
 Project No: 553-1751-848

					Billing Rates:							
					Kristen Kibler	Kalin Schmoltdt	Sam Beresky	Jamie Harvie	Cools	Walters	Jaye Cromwell	Nelly Haddad
Task	Subtask	Description	Labor Dollars	Labor Hours	\$169.64	\$149.90	\$136.49	\$116.75	\$111.35	\$111.35	\$87.13	\$113.79
<b>P01</b>		<b>Phase 1-Project Initiation, Data Collection, and Alternatives Development</b>	<b>\$62,084.92</b>	<b>474</b>	<b>154</b>	<b>56</b>	<b>32</b>	<b>0</b>	<b>96</b>	<b>14</b>	<b>110</b>	<b>12</b>
P01	0100	Project Kickoff	\$1,357.12	8	8							
P01	0201	Site Characterization-Problem Definition	\$0.00	0								
P01	0202	Site Characterization-Design Goals and Objectives	\$0.00	0								
P01	0203	Site Characterization-Physical Site Assessment	\$0.00	0								
P01	0204	Site Characterization-Alternatives Analysis	\$3,062.76	20	16						4	
P01	0205	Site Characterization-Design Criteria	\$0.00	0								
P01	0207	Site Characterization-Pre-design Report	\$0.00	0								
P01	0301	Additional Project Analyses-Hydrologic and Hydraulic Modeling	\$0.00	0								
P01	0302	Additional Project Analyses-Geotechnical Characterization	\$0.00	0								
P01	0303	Additional Project Analyses-Public Access Inventory and Evaluation	\$2,714.24	16	16							
P01	0304	Additional Project Analyses-Preliminary Permitting Analysis	\$0.00	0								
P01	0305	Additional Project Analyses-Public Engagement Process	\$50,357.54	398	96	56	32		96	14	104	
P01	0306	Additional Project Analyses-Floodplain Mapping	\$0.00	0								
P01	0400	Project Management	\$4,593.26	32	18						2	12
P01	0500	Surveying	\$0.00	0								
<b>P02</b>		<b>Phase 2-Detailed Design and Permitting</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
P02	0307	Additional Project Analyses-Floodplain Mapping and CLOMR	\$0.00	0								
P02	0501	Design-Level Survey	\$0.00	0								
P02	0600	Preliminary (30%) Design	\$0.00	0								
P02	0700	Intermediate (60%) Design	\$0.00	0								
P02	0800	Pre-Final (90%) Design	\$0.00	0								
P02	0900	Final (100%) Design	\$0.00	0								
P02	1000	Permitting	\$0.00	0								
<b>P03</b>		<b>Phase 3-Bidding and Construction Observation</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
P03	1100	Bidding Assistance	\$0.00	0								
P03	1200	Construction Observation Support	\$0.00	0								

<b>Labor Totals:</b>		\$62,084.92	474	154	56	32	0	96	14	110	12
<b>Totals:</b>		<b>\$62,084.92</b>		<b>\$26,124.56</b>	<b>\$8,394.40</b>	<b>\$4,367.68</b>	<b>\$0.00</b>	<b>\$10,689.60</b>	<b>\$1,558.90</b>	<b>\$9,584.30</b>	<b>\$1,365.48</b>
				154	56	32	0	96	14	110	12

**Other Direct Expenses**

Mileage	assume up to 20 trips to area or County	\$322.00
Video support	assume up to \$400 for video music, possible narration expense	\$400.00
Meeting refreshments	assume up to \$100ea for 3 events and \$150ea for 2 events (tours)	\$600.00
Copies	copies \$200 x 3 events (indoor) and \$100 x 2 tour events (less paper/clipboard)	\$800.00
Displays	JLA will assume that Parametrix plots all oversize displays	\$0.00
	County will print/mail postcards or newsletters for meetings	\$0.00

**Other Direct Expenses Total: \$2,122.00**

**Project Total \$64,206.92**