



AGENDA

Thursday, April 12, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-25

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

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 organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. _____ Accepting a Transfer of Jurisdiction from Clackamas County to the City of Oregon City for a Portion of Beaver Creek Road, County Road No. 2594, DTD No. 32116 – (Bill Garity, Dept. of Transportation and Development)
2. Public Hearing on the Proposed 2012-2016 Housing and Community Development Consolidated Plan and Proposed 2012 Action Plan (Chuck Robbins, Community Development)

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

~NO DISCUSSION ITEMS SCHEDULED

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

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

A. Health, Housing & Human Services

1. Board Order No. _____ Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 - BH

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation for a Transportation Enhancement Grant to Fund the SE 122nd and SE 132nd Ave. Sidewalk Connections
2. Approval of an Intergovernmental Agreement with Oregon Department of Transportation for Right-of-Way Services for the SE 122nd and 132nd Ave. Sidewalk Connections Project
3. Approval of Amendment No. 1 to the Intergovernmental Agreement No. 27385 with the Oregon Department of Transportation for the Preliminary Engineering and Design of the Sunrise Project – Industrial Way
4. Approval of a Contract with Legacy Contracting, Inc. for the Salmon River (Arrah Wanna Blvd.) Bridge Replacement Project

C. Finance Department

1. Approval of Fourth Amendment to the Lease with HLW Associates, LLC for the Clackamas County Records Center

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. Department of Emergency Management

1. Approval of a Services Agreement with University of Oregon to Provide Staffing and Technical, Assistance for Hazard Mitigation Plan Update
2. Approval of Two Fiscal Year 2011 State Homeland Security Grant Agreements between Clackamas County and the State of Oregon

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Trillium Creek Park as the New Name for the Anderegg Property

VII. COMMISSIONERS COMMUNICATION

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

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



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

April 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

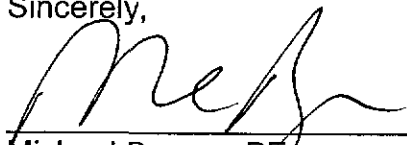
**A Board Order Accepting a Transfer of Jurisdiction from Clackamas
County to the City of Oregon City of a Portion of
Beavercreek Road (County Road No. 2594, DTD No. 32116)**

The attached Board Order is to accept a jurisdictional transfer of a portion of Beavercreek Road from Clackamas County to the City of Oregon City.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Board Order, which permanently transfers jurisdiction of a portion of this road to the City of Oregon City.

Sincerely,



Michael Bezner, PE
Transportation Engineering Manager
DTD Engineering

For information on this issue or copies of attachments,
please contact William Garity @ 503-742-4674

COPY

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

In the matter of transferring to the
City of Oregon Clty, jurisdiction over
a portion of Beaver Creek Rd, County
Road No. 2594, DTD No. 32116

Order No.
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Oregon City, by Resolution Number 12-05, dated February 15, 2012 and the preceding negotiation between the City of Oregon City and Clackamas County Department of Transportation and Development to transfer portions of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Beaver Creek Rd	2594	32116	MP 0.00	MP 0.19	50,787; and,

It further appearing to the Board that said transfer of jurisdiction has been recommended by Campbell M. Gilmour, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review/Oregon City News on 3/7/12, 3/14/12, 3/21/12 and 3/28/12; now therefore,

IT IS HEREBY ORDERED that jurisdiction of a portion of Beaver Creek Rd shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway is transferred to the City of Oregon City as of the date of this Order; and,

IT IS FURTHER ORDERED that 50,787 SQ FT square feet, more or less, be removed from the County's Road Inventory; and,

IT IS FURTHER ORDERED that copies of this Order be submitted to the Clackamas County Clerk's office for recording and that copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

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

In the matter of transferring to the
City of Oregon City, jurisdiction over
a portion of Beaver Creek Rd, County
Road No. 2594, DTD No. 32116



Order No.
Page 2 of 2

ADOPTED this 12th day of APRIL, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

RESOLUTION NO. 12-05

**A RESOLUTION REQUESTING THE TRANSFER OF A PORTION OF
BEAVERCREEK ROAD FROM CLACKAMAS COUNTY**

WHEREAS, Staff has been coordinating with Clackamas County over the past few years to facilitate the transfer of several county roads due to city subdivision/partition development and operational needs, and;

WHEREAS, Staff recommends transferring a portion or segment of Beaver Creek Road, a minor arterial, from Warner-Milne Road to approximately Kaen Road, consisting of approximately 0.19 miles (paved by the County in 2011), and as depicted on Exhibit A map, and;

WHEREAS, this County road is within the City Urban Growth Boundary; and;

WHEREAS, the subject roadway segment links minor arterials that are already under the City's jurisdiction and the transfer will eliminate this jurisdictional gap; and

WHEREAS, transfer of this road will simplify planning and development review by eliminating County review requirements; and

WHEREAS, the County/City Urban Growth Management Agreement provides for the transfer of County roads by consent of both parties, subject to a standard payment for a 2-inch overlay of a minimum 20-foot wide for local streets and a negotiated payment for collectors and arterials; and

WHEREAS, the City Engineer recommends this transfer without compensation due to the County's 2-inch overlay improvements in 2011 on this portion of Beaver Creek Road; and

WHEREAS, is in the public interest for this transfer to take place.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS to accept jurisdiction of a portion of Beaver Creek Road, a total of approximately 0.19 miles as further depicted in Exhibit A, and request Clackamas County to take Board action to execute the jurisdictional transfer of said road.

Adopted, signed and approved this 15th day of February, 2012.



DOUG NEELEY, Mayor

Attested to this 15th day of February 2012



Nancy Ide, City Recorder

Approved as to legal sufficiency:



City Attorney

LOCATED IN THE SW 1/4 OF SECTION 5, T.3 S., R.2 E., W.M.,
CLACKAMAS COUNTY, OREGON

WARNER-MILNE ROAD

RED SOILS

KAEN ROAD
Co. Rel. No. 2594

BEGIN TRANSFER
AT MILE POINT 0.00

PLAT NO.



LIBRARY COURT

ADDITIONAL RIGHT-OF-WAY
DEDICATION BY RED SOILS
PLAT, NUMBER 2980.

2980

END TRANSFER AT
BEAVERCREEK ROAD
MILE POINT 0.19

VACATED PORTION OF KAEN ROAD

BEAVERCREEK ROAD

LEGEND



TRANSFERRED PORTION
AREA 50,787 Sq. Ft. ±
TOTAL LENGTH IS 899 ± LF

----- LOT LINES

----- RIGHT OF WAY LINES

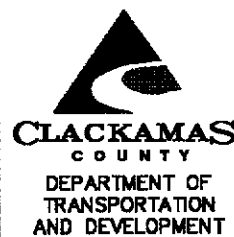


EXHIBIT "A"
KAEN ROAD
PAGE 1 OF 1

JURISDICTIONAL TRANSFER
TO OREGON CITY

RD. FILE NO. 32116	DRAWN BY CUTSHALL	DESIGN BY N/A	DATE 07-26-10
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April 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2012-2016 Housing and Community Development Consolidated Plan and Proposed 2012 Action Plan

The Community Development Division of the Health, Housing & Human Services Department requests a Public Hearing before the Board of County Commissioners. This hearing will satisfy a U.S. Department of Housing and Urban Development requirement that the public annually be given an opportunity to review the past performance of the County's Housing and Community Development programs. The hearing also provides an opportunity to review the Proposed 2012-2016 Housing and Community Development Consolidated Plan and the Proposed 2012 Housing and Community Development Action Plan.

The two plans determine how funds from the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs will be allocated in coming years.

The Proposed 2012-2016 Consolidated Plan will become the basis for the County's annual applications under the three grant programs. The Proposed Action Plan consists of projects selected for funding in the first year of the 2012-2014 Three Year Project Summary. It is the result of a public involvement process which began in October of 2011 and will be completed on April 23rd which is the end of the public comment period.

Submission of grant application materials will enable the County to receive \$1,952,933 in CDBG funds, \$743,155 in HOME funds, and \$167,232 in ESG funds during the 2012 program year.

The hearing is scheduled to be held during the BCC meeting at 10:00 a.m., April 12, 2012, and will consist of three parts:

- 1) A review by the Community Development Director, Chuck Robbins, of the past performance of the County's Housing and Community Development programs;
- 2) A review of the Proposed 2012-2016 Housing and Community Development Consolidated Plan and the Proposed 2012 Housing and Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the two plans or the County's housing and community development needs.

Healthy Families. Strong Communities.

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

www.clackamas.us

Recommendations:

We recommend that the Board of County Commissioners take the following actions:

- 1) Hold a Public Hearing to review past performance of the County's Community Development program and to review the Proposed 2012-2016 Housing and Community Development Consolidated Plan and 2012 Action Plan;
- 2) Direct the Community Development Division staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plans, and prepare for Board approval of the Final 2012-2016 Housing and Community Development Consolidated Plan, 2012 Action Plan and other materials necessary for applying for FY 2009 CDBG, HOME, and ESG funds; and
- 3) Place approval of the Final 2012-2016 Housing and Community Development Consolidated Plan and 2012 Action Plan on the Board of County Commissioners' consent agenda for adoption at the April 26, 2012 meeting.

Thank you.



Cindy Becker
Director

Attachments:

- Proposed 2012-2016 Housing and Community Development Consolidated Plan
- Proposed 2012 Housing and Community Development Action Plan
- Program Year 2012 Action Plan Summary
- Three Year Funding Recommendations
- Notice of Public Hearing

For information on this issue or copies of attachments
Please contact Chuck Robbins at 503-650-5666

PUBLIC HEARING

The Clackamas County Board of County Commissioners will hold a

PUBLIC HEARING

at:

Public Services Building
Hearings Room - 4th Floor, Room 409
2051 Kaen Road
Oregon City, Oregon

Thursday, April 12th

10:00 A.M.

This hearing will satisfy a U.S. Department of Housing and Urban Development requirement that the public annually be given an opportunity to review the past performance of the County's Housing and Community Development programs. The hearing is also to review the Proposed 2012-2016 Housing and Community Development Consolidated Plan and the Proposed 2012 Housing and Community Development Action Plan.

The Proposed 2012-2016 Consolidated Plan will become the basis for the County's annual applications under the three grant programs. The Proposed Action Plan consists of projects selected for funding in 2012.

Submission of grant application materials will enable the County to receive \$1,952,933 in Community Development Block Grant (CDBG) funds, \$743,155 in Home Investment Partnership (HOME) funds, and \$167,232 in Emergency Solutions Grant (ESG) funds during the 2012 program year.

The hearing will consist of three parts:

- 1) A review of the past performance of the County's Housing and Community Development programs;
- 2) A review of the Proposed 2012-2016 Housing and Community Development Consolidated Plan and the Proposed 2012 Housing and Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the two plans or the County's housing and community development needs.

The Consolidated Plan is available for review at your local library. A copy of the Plan will also be available on the Clackamas County Community Development web site at: www.clackamas.us/cd. For additional information contact Mark Sirois at the Clackamas County Community Development Division (503-655-8591), Public Services Building, 2051 Kaen Road - Suite 245, Oregon City, Oregon, 97045.

**CLACKAMAS COUNTY, OREGON
HOUSING AND COMMUNITY DEVELOPMENT
PROPOSED 2012-2014 CONSOLIDATED PLAN
SUMMARY**

The purpose of this summary is to provide citizens, public agencies, and interested parties an opportunity to examine and comment on the contents of the Proposed Consolidated Plan for the County's Housing and Community Development programs. These programs are funded by the U.S. Dept. of Housing and Urban Development (HUD) and administered by the Clackamas County Community Development Division. These programs are the Community Development Block Grant (CDBG), the HOME Investment Partnership (HOME), and the Emergency Solutions Grant (ESG). Clackamas County intends to apply to HUD for \$ 1,952,933 in CDBG funds, \$743,155 in HOME funds, and \$167,232 in ESG funds in program year 2012. Program income received during the year is anticipated to be \$300,000 for the CDBG program and \$100,000 for the HOME program. The CDBG Program Budget includes \$200,000 in carryover funds. The HOME Program Budget includes \$70,000 in carryover funds.

The overall goal of the HUD housing and community development programs is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low and moderate-income persons.

Strengthening partnerships among all levels of government and the private sector in the production and operation of affordable housing will be the primary means to this goal. The Housing and Community Development program funds will be used to achieve the following objectives:

- (1) Revitalization of distressed neighborhoods;
- (2) Expansion and improvement of community services and facilities;
- (3) Expansion and conservation of the housing stock;
- (4) Expansion of employment opportunities for low and moderate income persons;
and
- (5) Elimination of conditions detrimental to the community's health and welfare.

The purpose of the Consolidated Plan is to assess housing and community development needs within Clackamas County and to identify goals, strategies, and actions planned to meet priority needs. The Plan contains an assessment of needs projected for the three-year period beginning with the 2012 program year and extending through 2014. Long-term goals and strategies are included for the 5-year period of the Plan. More specific strategies and actions are described for the 2012 program year in the Action Plan.

The Consolidated Plan is available for review at your local library. A copy of the Plan will also be available on the Clackamas County Community Development web site at:

www.clackamas.us/cd. For additional information, or to submit comments on the proposed Consolidated Plan, contact Mark Sirois at the Clackamas County Community Development Division (503-655-8591), Public Services Building, 2051 Kaen Road - Suite 245, Oregon City, Oregon, 97045. Comments will be accepted until 5:00 PM on Monday, April 23, 2012.

Below is a list of the projects proposed for funding during the 2012 fiscal year.

City Projects

Barlow Water Systems Improvements Phase 2	\$10,000
This public facility project involves spot repairs to the City of Barlow water reservoir	
Estacada Community Center Kitchen Improvements	\$13,974
Kitchen improvements include replacement of the Estacada Community Center dishwasher and food steamer that are no longer working properly.	
Estacada Community Center Window Replacement (Local Funds)	\$15,464
The project includes replacing up to 27 inefficient windows at the Estacada Community	
SE Canby Sidewalk Improvement Project	\$75,000
Construction of approximately 1,200 LF of sidewalks and curbs on sections of SE 4th Avenue, SE 5th Avenue and S. Manzanita Ct. The project will also include the construction 5 ADA ramps.	
Wilsonville Community Sharing Facility Expansion	\$240,000
This project is to purchase and install a 2,100 square foot prefabricated building to house the Wilsonville food bank and the Information and Referral office.	
Wilsonville Senior Center Kitchen Renovation	\$235,000
This project would renovate and expand the kitchen facilities at the Wilsonville Senior Community Center.	

Unincorporated/Countywide Projects

Annie Ross House Redevelopment	\$300,000
This project includes the re-development of Northwest Housing Alternatives (NHA) Milwaukie campus that consists of two office buildings, a homeless shelter, nine rental units, six transitional housing units, two units of Bridges to House and one market-rate	
Bell Road Pedestrian/ Bike Improvements	\$200,000
This street improvements project includes construction of 3,525 lineal feet of new sidewalks, bicycle paths and drainage improvements along SE Bell Road in the North Clackamas Revitalization Area (NCRA).	
CCLT Acquisition/ Renovation Project (CD Float Loan)	\$300,000
This project would purchase and renovate 4 bank-owned homes for re-sale to low and moderate income residents of Clackamas County.	
Clackamas County Service Dist. No.1 NCRA SHUAGP	\$75,000
This project would continue a residential sanitary sewer improvement program in the North Clackamas Revitalization Area (NCRA).	
Housing Rehabilitation Program	\$300,000
Provision of financial assistance to rehabilitate housing units occupied by low income	

residents of Clackamas County.

Sunnyside Health and Wellness Center Expansion \$100,000

This project would provide an additional 3,000 square feet of County health clinic and dental clinic space in Clackamas.

The Terrace at Mt. Scott \$11,220

This project would construct a new handrail along 75 linear feet of an existing sidewalk along SE Bob Shumacher Road in Happy Valley.

Public Service Projects

Home Base \$25,000

HomeBase public services would provide staff and funds to prevent homelessness from happening for households in crisis and provide case management to keep families stable in their housing.

Housing Rights and Resources \$140,000

This is an ongoing public service that provides housing information, legal aid, housing rights education, landlord training and housing referral services to all residents of

Rent Well \$85,000

Rent Well is 15-hour tenant education program designed to help people overcome barriers to rental housing.

Planning and Admin

2012-2014 Homeless Count \$38,200

The Homeless Count is an annual comprehensive survey of homeless persons in Clackamas County.

Grant Planning, Administration and Compliance \$390,550

These funds will be used for overall program administration, including program development, management and coordination, personnel, accounting, and grant reporting and grant compliance.

The proposed uses of HOME Investment Partnership Act funds for program year 2012 are:

Unincorporated/Countywide Projects

CHAP Homebuyer Assistance Program \$100,000

This project will assist low-income first-time homebuyers with down payments and closing costs.

CHDO Operating Support Grant \$37,158

Funds will be used to support CHDO staff work on the development of low-income housing and to support operating expenses.

Multi-Family Rental Housing \$701,682

Funds will be used for new projects or planned projects in the pre-development stage that have been negatively impacted by the downturn in the tax credit market.

Planning and Admin

HOME Administration \$74,316

Funds will be used for general administration of the HOME program.

The proposed uses of Emergency Solutions Grant funds for program year 2012 are:

Unincorporated/Countywide Projects

Emergency Shelter Grant - CWS \$39,867

This funding provides emergency homeless shelter operations for the Clackamas Womens Services Shelter in Clackamas County.

Emergency Shelter Grant - Springwater \$10,200

This funding provides emergency homeless shelter operations for the Springwater Youth Shelter in North Clackamas.

Emergency Shelter Grant - The Annie Ross House \$39,867

This funding provides emergency homeless shelter operations for the Annie Ross House in Milwaukie.

Planning and Admin

ESG Administration \$12,542

Administration of Emergency Solution Grant (ESG) program including federal reporting, contract management and program performance reporting.

ESG HMIS \$64,756

Staffing to train case managers and manage the Homeless Management Information System (HMIS) that collects data on the number and types of homeless individuals and families.

DRAFT Funding Recommendations
 for the
2012-2014 Community Development Block Grant Program
 and the
2012 HOME and Emergency Solutions Grant Programs

2012 2013 2014
 Grant Funds Grant Funds Grant Funds

Community Development Block Grant
City Projects

Barlow

- | | | |
|----|--|----------|
| 1. | Barlow Water Systems Improvements Phase 2 | \$10,000 |
| | This public facility project involves spot repairs to the City of Barlow water reservoir system. | |

Canby

- | | | |
|----|---|----------|
| 2. | SE Canby Sidewalk Improvement Project | \$75,000 |
| | Construction of approximately 1,200 LF of sidewalks and curbs on sections of SE 4th Avenue, SE 5th Avenue and S. Manznita Ct. The project will also include the construction 5 ADA ramps. | |

Estacada

- | | | |
|----|--|-----------|
| 3. | SW Laurel Road Street Improvements | \$160,000 |
| | This street improvements project would construct 500 lineal feet of new sidewalks, curbs, ADA ramps and storm drainage along SW Laurel Road in Estacada. | |
| 4. | Estacada Community Center Window Replacement (Local Funds) | \$15,464 |
| | The project includes replacing up to 27 inefficient windows at the Estacada Community Center. | |
| 5. | Estacada Community Center Kitchen Improvements | \$13,974 |
| | Kitchen improvements include replacement of the Estacada Community Center dishwasher and food steamer that are no longer working properly. | |

Gladstone

- | | | |
|----|---|-----------|
| 6. | Northwest Gladstone Infrastructure Rehabilitation Project | \$200,000 |
| | The project includes street, sidewalk, waterline and storm drain improvements for 5 streets in the Echo Glenn, Abernethy and Portland Avenue area of the City of Gladstone. | |

Milwaukie

- | | | | |
|--|--|-----------|--|
| 7. Milwaukie ADA Ramps
Installation of ADA ramps at sidewalk crossings along several streets in the City of Milwaukie to improve accessibility and pedestrian safety. | | \$140,000 | |
|--|--|-----------|--|

Oregon City

- | | | | |
|---|--|-----------|-----------|
| 8. Save the Francis Ermatinger House
This project would fund the rehabilitation of the historic Francis Ermatinger House in Oregon City in preparation for the site to become part of the National Parks Service. | | \$140,000 | |
| 9. Jackson Place Rehabilitation Project
This project is to rehabilitate a transitional housing apartment building in Oregon City by replacing the roof, replacing the siding, improving the drainage, improving the fire alarms, water heaters and heating system. | | | \$100,000 |
| 10. Youth Shelter Care Expansion
This public facility project is for construction of a new 3,150 square foot dormitory building for special needs youth ages 12 to 18 at the Parrott Creek Ranch in Oregon City. | | \$150,000 | |

Sandy

- | | | | |
|--|--|-----------|--|
| 11. Northside Sidewalk Infill
This street improvements project is for construction of 1,100 lineal feet of new sidewalk, curbs and drainage improvements along Beers Ave, Bruns Ave, Bluff Road and Pleasant Street in Sandy. | | \$150,000 | |
|--|--|-----------|--|

West Linn

- | | | | |
|---|--|--|-----------|
| 12. West Linn Adult Community Center Expansion
This public facility project includes construction of a 3,700 square foot addition to the West Linn Adult Community Center. | | | \$175,000 |
|---|--|--|-----------|

Wilsonville

- | | | | |
|--|-----------|--|--|
| 13. Wilsonville Senior Center Kitchen Renovation
This project would renovate and expand the kitchen facilities at the Wilsonville Senior Community Center. | \$235,000 | | |
| 14. Wilsonville Community Sharing Facility Expansion
This project is to purchase and install a 2,100 square foot prefabricated building to house the Wilsonville food bank and the Information and Referral office. | \$240,000 | | |

Unincorporated/Countywide Projects

Clackamas

- | | | | |
|--|-----------|--|--|
| 15. Sunnyside Health and Wellness Center Expansion | \$100,000 | | |
|--|-----------|--|--|

This project would provide an additional 3,000 square feet of County health clinic and dental clinic space in Clackamas.

Countywide

- | | | | |
|------------------------------------|-----------|-----------|-----------|
| 16. Housing Rehabilitation Program | \$300,000 | \$300,000 | \$300,000 |
|------------------------------------|-----------|-----------|-----------|

Provision of financial assistance to rehabilitate housing units occupied by low income residents of Clackamas County.

Happy Valley

- | | | | |
|------------------------------|----------|--|--|
| 17. The Terrace at Mt. Scott | \$11,220 | | |
|------------------------------|----------|--|--|

This project would construct a new handrail along 75 linear feet of an existing sidewalk along SE Bob Shumacher Road in Happy Valley.

Jennings Lodge

- | | | | |
|--|--|-----------|--|
| 18. Risley Ave/ Kellogg Ave Infrastructure Project | | \$125,000 | |
|--|--|-----------|--|

This project is to build approximately 1,764 lineal feet of new concrete sidewalks and curbs along Risley Avenue between McLoughlin Boulevard and Oatfield Road in Oak Grove.

Milwaukie

- | | | | |
|-----------------------------------|--|-----------|--|
| 19. River Road Head Start Kitchen | | \$150,000 | |
|-----------------------------------|--|-----------|--|

This public facility improvements project would renovate the River Road Head Start Kitchen in Milwaukie by expanding food storage and adding a walk-in freezer.

- | | | | |
|------------------------------------|-----------|--|--|
| 20. Annie Ross House Redevelopment | \$300,000 | | |
|------------------------------------|-----------|--|--|

This project includes the re-development of Northwest Housing Alternatives (NHA) Milwaukie campus that consists of two office buildings, a homeless shelter, nine rental units, six transitional housing units, two units of Bridges to House and one market-rate rental unit.

NCRA

- | | | | |
|--------------------------------------|-----------|--|--|
| 21. Bell Road Ped/ Bike Improvements | \$200,000 | | |
|--------------------------------------|-----------|--|--|

This street improvements project includes construction of 3,525 lineal feet of new sidewalks, bicycle paths and drainage improvements along SE Bell Road in the North Clackamas Revitalization Area (NCRA).

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
<u>North Clackamas Urban Renewal District</u>			
22. Clackamas Cty. Service Dist. No.1 NCRA SHUAGP This project would continue a residential sanitary sewer improvement program in the North Clackamas Revitaization Area (NCRA).	\$75,000		\$130,000
<u>To Be Determined</u>			
23. CCLT Acquisition/ Renovation Project (CD Float Loan) This project would purchase and renovate 4 bank-owned homes for re-sale to low and moderate income residents of Clackamas County.	\$300,000	\$300,000	\$300,000
24. CWS Domestic and Sexual Violence One-Stop Advocacy Ctr. This public facility project is for new construction of a 12,000 to 16,000 square foot building for a Domestic and Sexual Violence Advocacy Center in the Oregon City area.			\$100,000
<u>Public Service Projects</u>			
<u>Countywide</u>			
25. Housing Rights and Resources This is an ongoing public service that provides housing information, legal aid, housing rights education, landlord training and housing referral services to all residents of Clackamas County	\$140,000	\$140,000	\$140,000
26. Rent Well Rent Well is 15-hour tenant education program designed to help people overcome barriers to rental housing.	\$85,000	\$85,000	\$85,000
27. Home Base Homebase public services would provide staff and funds to prevent homelessness from happening for households in crisis and provide case management to keep families stable in their housing.	\$25,000	\$25,000	\$35,000
<u>Planning and Admin</u>			
<u>Administration</u>			
28. Grant Planning, Administration and Compliance These funds will be used for overall program administration, including program development, management and coordination, personnel, accounting, and grant compliance expenses.	\$390,550	\$351,500	\$316,350

Countywide

29. 2012-2014 Homeless Count	\$38,200		\$38,200
The Homeless Count is an annual comprehensive survey of homeless persons in Clackamas County.			

Community Development Block Grant Sub-Total	\$2,554,408	\$2,256,500	\$1,879,550
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**HOME Investment Partnership Act
Unincorporated/Countywide Projects**

Countywide

30. CHDO Operating Support Grant	\$37,158		
Funds will be used to support CHDO staff work on the development of low-income housing and to support operating expenses.			
31. Multi-Family Rental Housing	\$701,682		
Funds will be used for new projects or planned projects in the pre-development stage that have been negatively impacted by the downturn in the tax credit market.			
32. CHAP Homebuyer Assistance Program	\$100,000		
This project will assist low-income first-time homebuyers with down payments and closing costs			

Planning and Admin

Countywide

33. HOME Administration	\$74,316		
Funds will be used for general administration of the HOME program.			

HOME Investment Partnership Act Sub-Total	\$913,156	\$0	\$0
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**Emergency Solutions Grant
Unincorporated/Countywide Projects**

Countywide

34. Emergency Shelter Grant - Springwater	\$10,200		
This funding provides emergency homeless shelter operations for the Springwater Youth Shelter in North Clackamas.			
35. Emergency Shelter Grant - CWS	\$39,867		
This funding provides emergency homeless shelter operations for the Clackamas Womens Services Shelter in Clackamas County.			

Milwaukie

36. Emergency Shelter Grant - The Annie Ross House \$39,867
 This funding provides emergency homeless shelter operations for the Annie Ross House in Milwaukie.

Planning and Admin

37. ESG HMIS \$64,756 \$64,756 \$64,756
 Staffing to train case managers and manage the Homeless Management Information System (HMIS) that collects data on the number and types of homeless persons and families.

Administration

38. ESG Administration \$12,542
 Administration of Emergency Solution Grant (ESG) program including federal reporting, contract management and program performance reporting.

Emergency Solutions Grant Sub-Total	\$167,232	\$64,756	\$64,756
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Grand Total	\$3,634,796	\$2,321,256	\$1,944,306
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COPY

Cindy Becker
Director

April 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

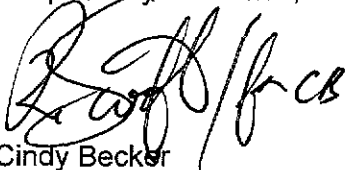
**Board Order # _____ Approval of Mental Health Director's Designee
to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Jared Ivie, MSW and Darcy Kennedy, LCSW by the Clackamas County Behavioral Health Director as additional staff authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

Recommendation

Staff recommends the Board approve the attached Board Order of Jared Ivie, MSW and Darcy Kennedy, LCSW as additional Clackamas County Behavioral Health Division staff authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

For more information on this issue or copies of attachments,
Please contact Teri Beemer, at 503 655-8356

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

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

In the Matter of the Designation of Jared Ivie, MSW and Darcy Kennedy, LCSW, as Mental Health Director Designees to Direct Peace Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Jared Ivie, MSW and Darcy Kennedy, LCSW, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designation,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Jared Ivie, MSW and Darcy Kennedy, LCSW as additional Clackamas County Behavioral Health Division staff authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 12th day of April, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation.

(1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

- (d) Transfer a person in custody to another person authorized under this subsection or a peace officer;
- (e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and
- (f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.
- (4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.
- (5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]



COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

April 12, 2012

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Between Clackamas County and the Oregon Department of Transportation for a Transportation Enhancement Grant to Fund the SE 122nd and SE 132nd Avenue Sidewalk Connections

In May of 2011 Clackamas County was awarded a Transportation Enhancement (TE) grant for the Clackamas County Community and School Sidewalk Connection Project. This project, in coordination with the North Clackamas School District (NCSD), includes the design, engineering and construction of sidewalks along the west sides of SE 122nd and SE 132nd Avenues connecting two schools, and to SE Hubbard and SE Sunnyside Roads. The grant funding is from the Oregon Department of Transportation, Transportation Enhancement Program Year 2013-2014. The attached Intergovernmental Agreement outlines the responsibilities of the Parties and secures receipt of the grant.

Currently, many students and community members do not have a safe means of getting to and from the two schools, the commercial center (northwest and adjacent to the project-Sunnyside Marketplace at SE 122nd Avenue/Sunnyside Road), the neighborhood park (Pfeifer) and the 183-acre Mt. Talbert Nature Park within their neighborhood. This project will benefit several thousand students in the area including students at Sunnyside Elementary School and Clackamas High School and other community members.

The total budget for the project is \$695,000 with \$537,143 coming from the TE grant and \$157,857 from County match, funded through the Road Fund. County engineering staff time will be utilized for this project.

Clackamas County is currently participating in the Local Agency Certification Program addressed in Master Agreement No. 24,688. This project is one of the required test projects for Local Agency Certification.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board approve the Intergovernmental Agreement between the Oregon Department of Transportation and Clackamas County to secure the Transportation Enhancement Grant for the completion of the SE 122nd and SE 132nd Avenue Sidewalk Connections.

Sincerely,

Mike Bezner, P.E.
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Lori Mastrantonio-Meuser at (503) 742-4511.

Y903

Misc. Contracts and Agreements No. 28216
Cross Ref. Master Certification Agreement 24688

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 28216
Transportation Enhancement Program
SE 122nd Avenue and SE 132nd Avenue Sidewalk Connections

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 24688 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with County for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects that are not on the National Highway System.
2. SE 122nd Avenue, SE 132nd Avenue, SE Sunnyside Road and SE Hubbard Road are a part of the County's street system under the jurisdiction and control of County.
3. The Project in this Supplemental Project Agreement is one of the required test projects that constitute conditional certification described in Local Agency Certification Program (Certification Program) Agreement No. 24688.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, County agrees to construct curb, sidewalk and gutter in several sections along the west side of SE 122nd Avenue and the west side of SE 132nd Avenue between SE Sunnyside Road and SE Hubbard Road. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A" and by this reference made a part hereof. The Project scope and schedule, progress report requirements and Project Change Request process are described in Exhibit B, attached hereto and by this reference made a part hereof. County agrees to the conditions set forth in Exhibit B.
2. The total estimated cost of the Project is \$695,000, which is subject to change.
3. The Project shall be conducted as a part of the Transportation Enhancement (TE) Program under Title 23, United States Code. TE funds for this Project are estimated at \$607,538. County shall provide the match for the Enhancement funds and any

County/State
Agreement No. 28216

non-participating costs, including all costs in excess of the available federal funds. For Enhancement funds up to \$587,400 County's matching share will be 10.27 percent of the Enhancement-eligible costs. For any approved Enhancement funds above \$587,400 County's matching share will be fifty (50) percent of the Enhancement-eligible costs.

4. County is not guaranteed the use of unspent funds for a particular phase of work. State will not release funds from any authorized phase of work for use on a subsequent phase unless specifically requested by County before obligating funds on the subsequent phase.
5. County shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100) percent of its costs. State shall reimburse County invoices at the pro-rated federal share as identified in paragraph #3 above. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the County. State shall perform work in the estimated amount of \$20,000 for PE phase and one (1) to two (2) percent of the construction estimate for construction phase. State shall simultaneously invoice FHWA and County for State's Project costs, and County agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 4, above upon receipt of invoice. Failure of County to make such payments to State may result in withholding of County's proportional allocation of State Highway Trust Funds until such costs are paid. County understands that State's costs are estimates only and agrees to reimburse State for County's matching share of the actual amount expended.
6. County shall select consultants, design, advertise, bid, award the construction contract, and perform construction administration. County understands that this Project is a test project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 24688.
7. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at County expense. State's Regional Local Agency Liaison or designee will provide County with a written notice to proceed when FHWA approval has been secured and funds are available for expenditure on this Project.
8. State considers County a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
9. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The Parties agree that the target delivery date for the Project's

County/State
Agreement No. 28216

"Plans, Specifications, and Estimates" (PS&E) package is June 30, 2014. State may withdraw all Transportation Enhancement Funds that are not obligated by Construction Phase on or before June 30, 2015, which is twelve (12) months after the obligation date assigned by State. In that event, State may reassign any TE funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the TE program.

10. Local Agency Certification Program Agreement No. 24688 was fully executed on July 15, 2008. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
11. If County fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the County's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such County breach. County will be ineligible to receive or apply for any Enhancement Funds until State receives full reimbursement of the costs incurred.
12. County shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and County Agree that the useful life of this Project is defined as twenty (20) years.
13. State may conduct periodic inspections during the life of County Certification Projects to verify that Projects are being properly maintained and continue to serve the purpose for which federal funds were provided.
14. This Agreement may be terminated by mutual written consent of both Parties.
15. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, under any of the following conditions:
 - a. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If County fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
16. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
17. County, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for County's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon County's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of County, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
18. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
19. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 24688, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
20. State's Project Liaison for the Agreement is Mahasti Hastings, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8595, mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
21. County's Project Liaison for this Agreement is James Reese, Civil Engineer, Engineering Division, Development Services Building, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4707, jamesree@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

County/State
Agreement No. 28216

THE PARTIES, by execution of this Agreement, hereby acknowledges that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #17881) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

CLACKAMAS COUNTY, acting by and through its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By *[Signature]*
County Legal Counsel

Date 3-22-12

County Contact:
James Reese, Civil Engineer
Clackamas County - Engineering Division
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4707
jamesree@co.clackamas.or.us

STATE OF OREGON, acting by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:
Mahasti Hastings, Local Agency Liaison
ODOT - Region 1
123 NW Flanders Street
Portland, OR 97209
(503) 731-8595
mahasti.v.hastings@odot.state.or.us

EXHIBIT B
Progress Reports and Project Change Request Process

Agreement No. 28216

Key Number: 17881

Project Name: SE 122nd Avenue and SE 132nd Avenue Sidewalk Connections

1. Project Description

Construct approximately 2,300 feet of new curb and sidewalk in several segments on the west side of SE 122nd Avenue and the west side of SE 132nd Avenue. These new sidewalks will fill in the missing sidewalk sections on both streets between SE Sunnyside Road and SE Hubbard Road. The sidewalks shall be at least six feet wide, exclusive of curbs.

2. This Project is subject to progress reporting and project change process as stated in paragraphs No. 3 through No. 5 below.

3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project	October 15, 2011
2	Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project	June 30, 2014
3	Project Completion based on State issuing Project Acceptance or "Second Note"	June 30, 2016

- 5. Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact and State's Transportation Enhancement Program Manager for changes to the Project's scope, schedule, or budget as specified in paragraphs 5a, 5b and 5c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR.
- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
 - b. **Schedule** - A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. **Budget** - Total Project Cost and approved Enhancement funds for the Project are controlled by Terms of Agreement paragraphs 2 and 2a, on pages 1 and 2 of this Agreement. A PCR is required to obtain State's approval for increased Enhancement funds for any phase of the Project.

Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Transportation Enhancement Program Manager.

The fillable PCR form and its instructions are available at the following web site:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

- 6. Consequence for Non-Performance** - If Agency fails to fulfill its obligations in paragraphs No. 3 through No. 5, or does not advance the Project according to the Project Milestones, State's course of action through the duration of Agency's default shall be (1) restricting Agency consideration for future funds awarded through State's Active Transportation Section, then (2) withdrawing unused Project funds as specified in Special Provision #1 of this Agreement, and then (3) terminating this Agreement as stated in paragraphs #15a and 15b of this Agreement.



COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

April 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with
Oregon Department of Transportation for Right of Way Services for the
SE 122nd and SE 132nd Avenue Sidewalk Connections Project**

The attached proposed agreement is a customary step in the project delivery process for federally funded projects. This agreement is specifically for right of way services for the SE 122nd Avenue and 132nd Avenue Sidewalk Connections project, which is federally funded through the Transportation Enhancement (TE) Program. Normally on a federally funded project, ODOT retains responsibility for all right of way negotiations and acquisitions. Through this agreement, and as part of the Local Agency Certification Program, ODOT is allowing County staff to take on some of this responsibility. The estimated project cost is \$695,000 and TE grant funds are limited to \$537,143. The County will be responsible for the remaining \$157,857. This agreement results in no additional cost to the County above budgeted staff and consultant costs that would be incurred through the regular course of the project.

Clackamas County is currently participating in the Local Agency Certification Program addressed in Master Agreement No. 24,688. This project is one of the required test projects for Local Agency Certification.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board approve this Intergovernmental Agreement for Right of Way Services for the SE 122nd Avenue and 132nd Avenue Sidewalk Connections project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Jim Reese at 503-742-4707

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**

SE 122nd Avenue and 132nd Avenue Sidewalk Connections

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain SE 122nd Avenue, SE 132nd Avenue, SE Sunnyside Road and SE Hubbard Road are County Roads under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. N/A, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Local Agency Agreement number 28216. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under

no conditions shall Agency's obligations for said services exceed a maximum of \$5,000, including all expenses, unless agreed upon by both Parties.

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than (10) calendar years following the date all required signatures are obtained, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended, ORS Chapter 35 and the "State Right of Way Manual".

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. If the State performs right of way services on behalf of the Agency, State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is Wayne Kwong, Right of Way Agent, 123 NW Flanders St., Portland, OR 97209, (503) 731-8439, wayne.kwong@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.

3. Agency may utilize its own staff or subcontract any of the work scheduled under this Agreement provided Agency receives prior written approval of any staff, consultant or contractor by the State's Region Right of Way office.
4. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
5. Agency's right of way contact person for this Project is Kath Rose, Sr. Right of Way Agent, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4713, kathros@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$5,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
 4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 5. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
 6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of

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

8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. If federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds

or other available non-appropriated funds, up to the amount received under this Agreement.

12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By *James Reese*
Agency Legal Counsel

Date 4-2-12

Agency Contact:

James Reese, Civil Engineering Assoc.
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4707
jamesree@co.clackamas.or.us

State Contact:

Mashasti Hastings, ODOT Region 1
123 NW Flanders Street
Portland, OR 97209
(503) 731-8595
mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By N/A
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation
is to be done by State)

By N/A
Chief Trial Counsel

Date _____

SPECIAL PROVISIONS EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, or a State Flex Services consultant. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager. Said approval must be obtained, in writing, prior to the performance of said activities.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

Instructions: Insert either: State, Agency, or N/A on each line.

A. Preliminary Phase

1. Agency shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, Agency shall provide State with a status report of the Project quarterly.
 - b. Title to properties acquired shall be in the name of the Agency.
 - c. Prior to the initiation of acquisitions, if title to the properties is to be acquired in the name of the Agency, the Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation. If the Oregon Department of Justice

is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation shall be included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "State Right of Way & Rail/Utility Coordination Manual", "Contractor Services Guide" and the "Right of Way Engineering Manual". The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "Contractor Services Guide". Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Hazardous Materials Study within project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Site Investigation of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Corridor study

indicates the potential presence of contamination that could impact the properties.

- If contamination is found, a recommendation for remediation will be presented to State.

- e. Agency shall be responsible for arrangement of any necessary remediation.
- f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

4. Appraisal:

- a. Agency shall conduct the valuation process of properties to be acquired.
- b. Agency shall perform the Appraisal Reviews.
- c. Agency shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.

5. Negotiations:

- a. Agency shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising of any construction contract, unless appropriate exceptions have been agreed to by Agency and State.
- c. Agency agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.

6. Relocation:

- a. Agency shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.

- b. Agency shall make all relocation and moving payments for the Project.
- c. Agency shall perform the relocation appeal process.

C. Closing Phase

1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. If Agency is handling the closing, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.
2. Agency shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Agency shall dispose of all improvements and excess land.

E. Condemnation

1. Agency may offer mediation if the parties have reached an impasse.
2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency shall perform all legal and litigation work related to the condemnation process. (If State agrees to handle legal and litigation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required. Where it is contemplated that property will be obtained for Agency for the Project, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired.)
4. Where State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, and agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

If applicable, Agency agrees to transfer to the State all right of way acquired on the State highway which was acquired in the Agency's name. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

If applicable, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility which was acquired in the State's name. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

APPLICABLE ONLY IF FEDERAL FUNDS INVOLVED

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273,
REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction,

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary
Exclusion--Lower Tier Covered
Transactions**

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is

presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and

successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless

exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged

Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D
Right of Way Services

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__



COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment Number 01 to Intergovernmental Agreement No. 27385
Between Clackamas County and Oregon Department of Transportation for the
Preliminary Engineering and Design of the Sunrise Project – Industrial Way**

The 2003 Oregon Transportation Investment Act (OTIA) Modernization Program provides funding for modernization projects chosen by the Oregon Transportation Commission. In August 2005, the Oregon Transportation Commission approved the projects to be funded and included the Sunrise Project, which includes Industrial Way, Mather Road and Lawnfield Road, all of which are part of the county road system. This project will design a new extension of Industrial Way from Mather Road to Lawnfield Road and will provide access and circulation in the vicinity of the State's Sunrise Project.

Clackamas County will conduct the engineering and design work to produce final plans, specifications and estimates for the Industrial Way Extension Project. This amendment increases the total estimated cost of the design of this portion of the project to \$599,000, which is fully funded by the 2003 OTIA Modernization Program. Should the actual cost exceed \$599,000, the County and ODOT will mutually determine how to fund the remaining costs before they are incurred.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board approves Amendment No. 1 to Intergovernmental Agreement No. 27,385 for the preliminary engineering and design of the Sunrise Project – Industrial Way.

Sincerely,

Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Terry Mungenast at 503-742-4656.

AMENDMENT NUMBER 01
2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION
PROGRAM AGREEMENT
SUNRISE PROJECT- INDUSTRIAL WAY
Preliminary Engineering and Design
Clackamas County

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "State," and Clackamas County, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on August 11, 2011. Said Agreement covers the Preliminary and Engineering Design Phase of the extension of Industrial Way in connection with the overall Sunrise Corridor project.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase Project funding and to extend the completion date of Preliminary Engineering and Design. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit A, Project Description and Budget, shall be deleted in its entirety and replaced with the attached Revised Exhibit A, Project Description and Budget. All references to "Exhibit A Project Description and Budget" shall hereinafter be referred to as "Revised Exhibit A Project Description and Budget." The overall Sunrise Project/ Vicinity Map and Detailed Map are still a part of Exhibit A.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The total estimated cost of the Project is \$480,000. \$380,000 of the Project cost is allocated for Preliminary Engineering and \$100,000 of the Project cost is allocated for Right of Way, including costs for Agency and State staff and contracting. The budget is shown on Exhibit "A."

Shall be deleted in its entirety and replaced with the following:

3. The total estimated cost of the Project is \$599,000. \$499,000 of the Project cost is allocated for Preliminary Engineering and \$100,000 of the Project cost is allocated for Right of Way, including costs for Agency and State staff and contracting. The budget is shown on Revised Exhibit "A."

TERMS OF AGREEMENT, Paragraph 4, Page 2, which reads:

4. The 2003 OTIA Modernization Program funds are limited to \$480,000. In the event Project costs exceed \$480,000 in OTIA funds, both Parties will mutually determine how to fund the remaining costs and enter into an amendment to this Agreement before said additional costs are incurred. Agency shall be responsible for all costs in excess of the 2003 OTIA Modernization Program funded amount for this Project.

Shall be deleted in its entirety and replaced with the following:

4. The 2003 OTIA Modernization Program funds are limited to \$599,000. In the event Project costs exceed \$599,000 in OTIA funds, both Parties will mutually determine how to fund the remaining costs and enter into an amendment to this Agreement before said additional costs are incurred. Agency shall be responsible for all costs in excess of the 2003 OTIA Modernization Program funded amount for this Project.

AGENCY OBLIGATIONS, Paragraph 3, Subsection a. i, Page 3, which reads:

- i. PS&E shall be completed by: May, 2012

Shall be deleted in its entirety and replaced with the following:

- i. PS&E shall be completed by: August, 2012

STATE OBLIGATIONS, Paragraph 1, Subsection a, Page 5, which reads:

- a. State shall reimburse Agency at 100% percent of eligible, actual costs incurred up to the maximum amount of 2003 OTIA Modernization Program funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that Agency is meeting the Project milestones set out in Agency Obligations, Paragraph 3.a. Under no conditions shall State's total obligation exceed \$480,000, including all expenses. When reimbursement is requested, Agency shall submit Exhibit B, the OTIA Progress Billing Form, attached hereto and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

- a. State shall reimburse Agency at 100% percent of eligible, actual costs incurred up to the maximum amount of 2003 OTIA Modernization Program funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that Agency is meeting the Project milestones set out in Agency Obligations, Paragraph 3.a. Under no conditions shall State's total obligation exceed \$599,000, including all expenses. When reimbursement is requested, Agency shall submit Exhibit B, the OTIA Progress Billing Form, attached hereto and by this reference made a part hereof.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #16602) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

COUNTY OF CLACKAMAS, by and
through its elected officials

By _____
Chair

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By *T. Mungenast*
Agency Counsel

Date 3-22-12

Agency Contact:

Terry Mungenast, Technical Services
Specialist
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
Phone: 503-742-4656
Email: terrymun@co.clackamas.or.us

State Contact:

Justin Shoemaker, Local Agency Project
Development Liaison
ODOT – Region 1
123 NW Flanders St.
Portland OR 97209
Phone: 503-731-8486
Email:
justin.d.shoemaker@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

REVISED EXHIBIT A
Misc. Contracts & Agreements No. 27385
PROJECT DESCRIPTION
Clackamas County
Sunrise Project –Industrial Way Construction

Project Cost Estimate		Project Financing	
Preliminary engineering & design	<u>\$ 499,000</u>	Agency Contribution	<u>0</u> %
Right of way acquisition	<u>\$ 100,000</u>	OTIA	<u>100</u> %
Total	<u>\$ 599,000</u>	Total	<u>100</u> %

	ODOT	COUNTY	CONSULTANT	PS&E TOTAL
PE	\$ 10,000	\$40,000.00	\$ 449,000.00	\$ 499,000
ROW	\$ 100,000		\$	\$ 100,000
Total	\$ 110,000	\$40,000.00	\$ 449,000.00	\$ 599,000



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of County Commissioners
Clackamas County

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

Members of the Board:

**Approval of a Contract with Legacy Contracting, Inc for
Salmon River (Arrah Wanna Blvd.) Bridge Replacement Project**

Clackamas County is preparing to replace the existing 117-foot-long two-span bridge on Arrah Wanna Blvd. that crosses the Salmon River, with a new 140-foot-long clear-span, precast, prestressed concrete girder bridge. A temporary detour bridge will be constructed to handle traffic across the river during construction of the new bridge.

Staff advertised the Salmon River (Arrah Wanna Blvd) Bridge Replacement Project for competitive bids. The lowest responsive and responsible bidder was Legacy Contracting, Inc. with a bid of \$1,153,641.43. The project is expected to begin at contract signing and be substantially complete by October 31, 2013. The contract will be complete December 31, 2014 to allow for plant establishment. This project is funded by the Federal Highway Administration Highway Bridge Program (HBP) and County Road Fund.

The contract has been reviewed and approved by County Counsel.

Recommendation

Staff respectfully recommends that the Board approves and signs the contract with Legacy Contracting, Inc. for the Salmon River (Arrah Wanna Blvd) Bridge Replacement Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the April 12, 2012 agenda by the Purchasing Division.

For information on this issue or copies of attachments
please contact Kerri Whitlow at (503) 742-4680



LANE MILLER
MANAGER

PURCHASING DIVISION

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

April 12, 2012

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of April 12, 2012 this contract with Legacy Contracting, Inc. for the construction of the **Salmon River (Arrah Wanna Blvd) Bridge Replacement Project** for the Clackamas County DTD Engineering Division. This project was requested by Kerri Whitlow, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Eight bids were received with seven deemed responsive and responsible: Legacy Contracting - \$1,153,641.43; Concrete Enterprises - \$1,168,462.31; Oregon State Bridge Construction - \$1,215,892.35; Carter & Company - \$1,277,094.66; MJ Hughes Construction - \$1,298,210.50; Mowat Construction Company - \$1,379,289.30; and Cascade Bridge - \$1,489,298.95. After review of all bids, Legacy Contracting, Inc. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,153,641.43. All work is to be completed by October 31, 2013 with a contract completion date of December 31, 2014 to allow for plant establishment. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02105-481200-22083 for fiscal years 2011/2012, 2012/2013, 2013/2014 and 2014/2015.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



Jeff Jorgensen
Manager

FACILITIES MANAGEMENT

CENTRAL UTILITY PLANT
1710 RED SOILS COURT, #200 | OREGON CITY, OR 97045

April 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Fourth Amendment to Lease with HLW Associates, LLC
For the Clackamas County Records Center**

Clackamas County has leased Suite 200 of the building located at 270 Beaver Creek Road, Oregon City, since May 1, 2000 for housing Clackamas County's Records Management Division. The most recent Lease Extension will expire June 30, 2012.

A one-year extension for the 9,500 square foot space has been negotiated with the owner at the current base monthly rent of \$5,980.00. Common Area Maintenance charges are currently \$911.00 per month.

The Fourth Amendment to Lease has been reviewed and approved as to form by County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board approve the Fourth Amendment to Lease and that the Chair of the Board be authorized to execute the Agreement.

Sincerely,


Jeff Jorgensen
Manager, Facilities Management

For information on this issue or copies of attachments
please contact Cyndi Klaetsch at 503-557-6415.

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease is made this 17th day of February, 2012, by and between HLW ASSOCIATES, LLC (hereinafter referred to as "Landlord"), and CLACKAMAS COUNTY (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant are parties to a lease dated February 9, 2000 and previously amended on December 14, 2004, February 25, 2010 and April 14, 2011 (hereinafter referred to as "the Lease") for premises located at 270 Beaver Creek Road, Suite 200, Oregon City, Oregon, which by its terms expires on June 30, 2012; and

WHEREAS, Landlord and Tenant are desirous of extending the term of the lease and making other modifications.

NOW, THEREFORE, Landlord and Tenant mutually covenant and agree as follows:

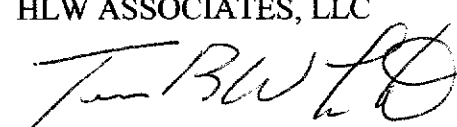
1. The term of the Lease shall be extended for one (1) year to a new expiration date of June 30, 2013.
2. The Monthly Base Rent during the term shall be \$5,980.00.
3. Except as herein amended, all other terms, conditions, and provisions of the Lease are hereby ratified and affirmed and shall remain in full force and effect. Time is of the essence.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease as of the day and year first written above.

Tenant
CLACKAMAS COUNTY by its
Board of County Commissioners

By: _____
Charlotte Lehan, Chair

Landlord
HLW ASSOCIATES, LLC

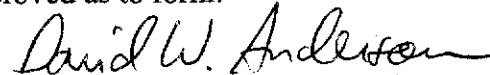
By: 
Terry R. White, Managing Member

By: _____
Recording Secretary

By: _____
Marc Gonzales, Finance Director

By: 
Sherry Hall, County Clerk

Approved as to form:


David W. Anderson
Attorney for Clackamas County

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease is made this 14th day of April, 2011, by and between HLW ASSOCIATES, LLC (hereinafter referred to as "Landlord"), and CLACKAMAS COUNTY (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant are parties to a lease dated February 9, 2000 and previously amended on December 14, 2004 and February 25, 2010 (hereinafter referred to as "the Lease") for premises located at 270 Beaver Creek Road, Suite 200, Oregon City, Oregon, which by its terms expires on June 30, 2011; and

WHEREAS, Landlord and Tenant are desirous of extending the term of the lease and making other modifications.


NOW, THEREFORE, Landlord and Tenant mutually covenant and agree as follows:

1. The term of the Lease shall be extended for one (1) year to a new expiration date of June 30, 2012.
2. The Monthly Base Rent during the term shall be \$5,980.00.
3. Except as herein amended, all other terms, conditions, and provisions of the Lease are hereby ratified and affirmed and shall remain in full force and effect. Time is of the essence.

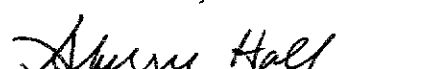
IN WITNESS WHEREOF, the parties have executed this Amendment to Lease as of the day and year first written above.

Tenant
CLACKAMAS COUNTY by its
Board of County Commissioners

By: 
Charlotte Lehan, Chair

By: 
Recording Secretary

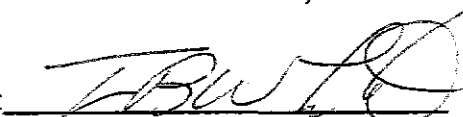
By: 
Marc Gonzales, Finance Director

By: 
Sherry Hall, County Clerk

Approved as to form:


Attorney for Clackamas County

Landlord
HLW ASSOCIATES, LLC

By: 
Terry R. White, Managing Member

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is made this 25th day of February, 2010, by and between HLW ASSOCIATES, LLC (hereinafter referred to as "Landlord"), and CLACKAMAS COUNTY (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant are parties to a lease dated February 9, 2000 and previously amended on December 14, 2004 (hereinafter referred to as "the Lease") for premises located at 270 Beavercreek Road, Suite 200, Oregon City, Oregon, which by its terms expires on June 30, 2010; and

WHEREAS, Landlord and Tenant are desirous of extending the term of the lease and making other modifications.

NOW, THEREFORE, Landlord and Tenant mutually covenant and agree as follows:


1. The term of the Lease shall be extended for one (1) year to a new expiration date of June 30, 2011.
2. The Monthly Base Rent during the term shall be \$5,980.00.
3. Section 20 (Option to Extend) and Section 22 (Tenant Improvement Allowance) of the Lease are deleted and considered null and void.
4. Except as herein amended, all other terms, conditions, and provisions of the Lease are hereby ratified and affirmed and shall remain in full force and effect. Time is of the essence.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease as of the day and year first written above.

Tenant
CLACKAMAS COUNTY by its
Board of County Commissioners

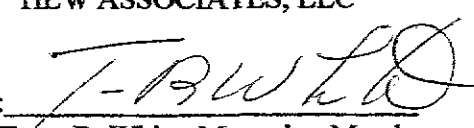
By: 
Lynn Peterson, Chair

By: Mary Raetke 4-1-10
Recording Secretary B.I.

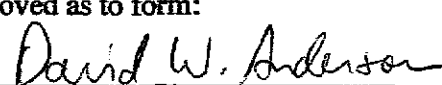
By: 
Marc Gonzales, Finance Director

By: 
Sherry Hall, County Clerk

Landlord
HLW ASSOCIATES, LLC

By: 
Terry R. White, Managing Member

Approved as to form:


Office of County Counsel

AGREEMENT FOR LEASE EXTENSION

Agreement made and entered into this 14 day of December, 2004 by and between HLW Associates, LLC, as Landlord, and Clackamas County, as Tenant

WITNESSETH

WHEREAS the parties hereto have entered into a certain lease ("The Lease") dated February 9, 2000, demising certain premises in the office/warehouse building located at 270 Beaver Creek Road, Suite 200, Oregon City, Oregon and

WHEREAS, it is the desire of the parties to amend said lease,

NOW THEREFORE, the parties hereto agree as follows:

- 1) Lease Term: The original lease term shall be extended until June 30, 2010.
- 2) Rent Schedule: Commencing May 1, 2005, rent shall be as follows:
Months 1-62: \$6,293.00/ month, triple net
- 3) Right of First Offer: If Tenant is not in default of the lease, Tenant shall have the right of first offer to purchase the premises under the following terms:
 1. If Landlord elects to sell the two building complex which contains the Premises (commonly known as Jarad Industrial Park), Landlord shall first offer to Tenant the desired price and terms of a sale transaction. Landlord shall notify Tenant in writing with such terms and Tenant shall have ten (10) days from the date of such written notice from Landlord to decide if they intend to purchase the premises.
 2. If Tenant does not provide Landlord notice of their intent to accept or decline the proposed sale terms within the ten (10) day notice period, Landlord shall have the right to sell the premises to any third party buyer with no further obligation to offer the premises for sale to Tenant.
- 4) HVAC Maintenance: Notwithstanding the provisions outlined in Section 3 - Utility Charges & Maintenance, Tenant shall be responsible for all costs associated with the quarterly preventative maintenance to the air conditioning and heating systems. Any repairs or replacement costs associated with the HVAC equipment shall be paid by Landlord.

It is understood and agreed between the parties hereto that said lease, as hereby extended shall have the same effect as though the period for which said lease is extended was included and made part of the original term and all covenants, conditions, remedies, and terms of the original lease, including security payment provision, if any, shall remain in full force and effect except as aforesaid.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

AGREED AND ACCEPTED

By: HLW Associates

Title: J. B. White Managing Partner

Date: December 14, 2004

Address for Notices/Rent Payments to Landlord:

14780 SW Osprey Drive, Suite 255
Beaverton, Oregon 97007

AGREED AND ACCEPTED

By: Clackamas County by its
Board of County Commissioners

Bill Kennemer
Bill Kennemer, Chair

Mary Raettke
Mary Raettke, Recording Secretary

Date: 12-30-04

Marc Gonzales
Marc Gonzales, Finance Director

Sherry Hall, County Clerk

Approved as to form:

David W. Anderson
Office of County Counsel

Address for Legal Notices to Tenant:

2106 Kaen Road
Oregon City, Oregon 97045

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DATED: February 9, 2000

BETWEEN: HLW Associates, LLC

LANDLORD

AND: Clackamas County

TENANT

Tenant wishes to lease from Landlord the following property, hereinafter referred to as "the Premises":

Approximately 8,000 square feet of warehouse and office space together with 36% of the entire tax lot located at 270 Beaver Creek Road, Suite 200, Oregon City, Oregon and as further described in the attached Exhibits A, B and C. The leased premises are located on Assessor's Map T3S R2E Section 5C Tax Lot 808, Parcel #2.

If the Premises consist of a portion but not all of a building, the building housing the Premises is hereinafter referred to as "the Building."

Landlord leases the Premises to Tenant for a term of sixty (60) months commencing April 1, 2000, or upon substantial completion of tenant improvements, whichever is later, at the base rent outlined below:

Months 1 - 36:	\$5,968.00 per month
Months 37 - 60:	\$6,493.00 per month

Rent for the first month of the lease term has been paid upon execution of the lease. All rent, including base rent together with the charges, taxes and expenses to be paid to Landlord specified in paragraphs 3 and 4 of this lease, is payable in advance on the first day of each calendar month. If Landlord consents, Tenant may occupy the Premises prior to such commencement date on a rent-free basis and upon compliance with all terms of the Lease.

Tenant shall have a right to possession of the Premises when the Premises are ready to be occupied by Tenant with all work to be performed by Landlord substantially completed. No notice shall be required from Landlord if the Premises are ready on the date set for commencement of the term or on the first business day thereafter. The term of the lease will commence on the later of April 1, 2000, and the date that Tenant has a right to possession of the Premises. Tenant shall have no obligation under this lease, including but not limited to the obligation to pay rent, until the date the lease commences. Landlord shall have no liability for delays in delivery of possession, and neither party shall have the right to terminate except as follows: Either party may cancel this lease without liability if permission to construct, use, furnish necessary utilities to the Premises is denied or revoked by any governmental agency or public utility with such authority.

This lease is subject to the following additional terms to which the parties agree:

1. Use of the Premises.

(a) Tenant shall use the Premises for the purposes of conducting the following business: office space, file storage and related uses and any other lawful purpose, so long as the Premises is not used for the generation, storage, use, sale, treatment, release or disposal of any Hazardous Substance as further described in Paragraph 19 of this lease.

If such use is prevented by law or governmental regulation, Tenant may use the Premises for other reasonable uses.

1
2 (b) In connection with its use, Tenant shall at its expense comply with all applicable laws,
3 ordinances, and regulations of any public authority, including those requiring alteration of the Premises because of
4 Tenant's specific use; shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from
5 the Premises; shall store no gasoline or other highly combustible materials on the Premises which would violate any
6 applicable fire code or regulation nor conduct any operation that will increase Landlord's fire insurance rates for the
7 Premises; and shall not overload the floors or electrical circuits of the Premises. Landlord shall have the right to
8 approve the installation of any power-driven machinery by Tenant and may select, at Landlord's sole expense, a
9 qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect
10 whose opinion will control regarding loads. Allowable ground floor load shall be 500 pounds per square foot. In the
11 event that such electrician and/or engineer is hired by Landlord and concludes that Tenant's proposed use does not
12 exceed available power and load limits, the cost of such opinion shall be borne by Landlord. In the event that the
13 opinion rendered is that available power and/or load limits are exceeded, the cost of the opinion shall be borne by
14 Tenant.

15
16 (c) Tenant may erect a sign stating its name, business, and product after first securing
17 Landlord's written approval of the size, color, design, wording, and location, and all necessary governmental
18 approvals. No signs shall be painted on the Building or exceed the height of the Building. All signs installed by
19 Tenant shall be removed upon termination of this lease with the sign location restored to its former state.

20
21 (d) Tenant shall make no alterations, additions, or improvements to the Premises or change
22 the color of the exterior without Landlord's prior written consent and without a valid building permit issued by the
23 appropriate governmental agency. Upon termination of this lease, any such alterations, additions, or improvements
24 (including, without limitation, all electrical, lighting, plumbing, heating and air conditioning equipment, doors,
25 windows, partitions, drapery, carpeting, counters, and physically attached fixtures) shall at once become part of the
26 realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that
27 part of or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost
28 and expense promptly remove the specified additions, alterations, or improvements and repair and restore the
29 Premises to its original condition.

30
31 (e) Tenant's operation requires fiber optics. Fiber optic cable will be installed underground
32 across property Tenant owns to the southwest corner of the Building for Tenant's use only. Landlord consents that
33 the cable will be run to the interior of the Building. This fiber optic cable installation will be completed at the sole
34 expense of the Tenant in a workmanlike manner with all required permits. Upon termination of this lease, the fiber
35 optic cable will be removed and the Building and grounds repaired and restored to their original condition.

36
37 **2. Security Deposit.**

38
39 (a) Tenant has deposited with Landlord the sum of \$6,385.00 hereinafter referred to as "the
40 Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this lease.
41 If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, and condition on
42 its part to be made or performed or kept under this lease, Landlord may, but shall not be obligated to and without
43 waiving or releasing Tenant from any obligation under this lease, use, apply or retain the whole or any part of the
44 Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's
45 behalf; or (iii) to compensate Landlord for any loss, damage, attorney's fees, or expense sustained by Landlord due
46 to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to
47 Landlord sufficient funds to restore the Security Deposit to its original sum; Tenant's failure to do so shall be a
48 material breach of this lease. Landlord shall not be required to keep the Security Deposit separate from its general
49 funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms,
50 covenants, and conditions of this lease and at the end of the term of this lease leave the Premises in the condition
51 required by this lease, then the Security Deposit, less any sums owing the Landlord, shall be returned to Tenant (or,
52 at Landlord's option, to the last assignee of Tenant's interests hereunder) within thirty (30) days after the termination
53 of this lease and vacancy of the Premises by Tenant.

1
2 **3. Utility Charges; Maintenance.**

3
4 (a) Tenant shall pay when due all charges for electricity, natural gas, water, garbage
5 collection, janitorial service, sewer, and all other utilities of any kind furnished to the Premises during the lease term.
6 If charges are not separately metered or stated, Landlord shall apportion the utility charges on an equitable basis.
7 Landlord shall have no liability resulting from any interruption of utility services caused by fire or other casualty,
8 strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond the Landlord's
9 reasonable control. Tenant shall control the temperature in the Premises to prevent freezing of any sprinkler system.

10
11 (b) Landlord shall repair and maintain the roof (including snow removal), gutters,
12 downspouts, exterior walls, building structure, foundation, exterior paved areas, and curbs and sidewalks of the
13 Premises in good condition. Except for such obligations of Landlord, Tenant shall keep the Premises neatly
14 maintained and in good order and repair. Tenant's responsibilities shall include maintenance and repair of the
15 interior electrical system, interior plumbing, drainpipes to sewers to the Building perimeter, quarterly preventive
16 maintenance to the air conditioning and heating systems, proof of which shall be provided to Landlord, overhead and
17 personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall
18 refrain from any discharge that will damage the septic tank or sewers serving the Premises.

19
20 (c) If the Premises have a separate entrance, Tenant shall keep the sidewalks abutting the
21 Premises or the separate entrance free and clear of snow, ice, debris, and obstructions of every kind.

22
23 **4. Taxes, Assessments, and Operating Expenses.**

24
25 (a) In conjunction with monthly rent payments, Tenant shall each month pay a sum
26 representing Tenant's proportionate share of real property taxes and operating expenses for the Premises. Tenants
27 duty to pay real property taxes for calendar years 2000 et seq., in the manner set forth in subparagraphs (b) and (c)
28 herein, shall be waived in the event that Tenant receives governmental exemption from payment of real property
29 taxes for this lease. Otherwise, Tenant has the duty to pay real property taxes in the manner specified in this lease.
30 Such amount shall annually be estimated by Landlord in good faith to reflect actual or anticipated costs. Upon
31 termination of this lease or at periodic intervals during the term hereof, Landlord shall compute its actual costs for
32 such expenses during such period. Any overpayment by Tenant shall be credited to Tenant, and any deficiency shall
33 be paid by Tenant within sixty (60) days after receipt of Landlord's statement. Landlord's records of expenses for
34 operating expenses may be inspected by Tenant at reasonable times and intervals.

35
36 (b) Tenant's proportionate share of real property taxes shall mean that percentage of the total
37 assessment affecting the Premises which is the same as the percentage which the rentable area of the Premises bears
38 to the total rentable area of all buildings covered by the tax statement. Tenant's proportionate share of operating
39 expenses for the Building shall be computed by dividing the rentable area of the Premises by the total rentable area
40 of the Building. If in Landlord's reasonable judgment either of these methods of allocation results in an
41 inappropriate allocation to Tenant, Landlord shall select some other reasonable method of determining Tenant's
42 proportionate share.

43
44 (c) Real property taxes charged to Tenant hereunder shall include all general real property
45 taxes assessed against the Premises or payable during the lease term, installment payments on Bancrofted special
46 assessments, and any rent tax, tax on Landlord's interest under this lease, or any tax in lieu of the foregoing, whether
47 or not any such tax is now in effect. Tenant shall not, however, be obligated to pay any tax based upon Landlord's
48 net income.

49
50 (d) Operating expenses charged to Tenant hereunder shall include all usual and necessary
51 costs of operating and maintaining the Premises, Building, and any surrounding common areas including, but not
52 limited to, the cost of all utilities or services not paid directly by Tenant, property insurance, property management,
53 maintenance and repair of landscaping, parking areas, and any other common facilities. Operating expenses shall not
54 include roof replacement or correction of structural deficiencies of the Building, or any other costs or expense which,
55 under generally accepted accounting principals, should be capitalized and expensed over time including, but not

1 limited to, resurfacing of the parking lot. Property management expenses may include only those expenses that relate
2 to management of the Premises. It is understood by both parties that the operating expenses, also known as NNN
3 charges, for the calendar year 2000 that are applicable to the County leased space excluding property taxes, are
4 \$862.00 per month (\$802.00 for CAM and \$60.00 for insurance).

5
6 (e) Tenant shall pay its prorated share of the 1999-2000 property taxes chargeable against the
7 leased premises. Thereafter, Lessee shall make arrangement for the exemption of such portion of the premises from
8 the payment of property taxes. In case of disagreement as to allocation, the decision of the County Assessor on
9 allocation shall be final. The rent payable by Tenant has been established to reflect the savings resulting from the
10 exemption granted in ORS 307.112.

11
12 **5. Parking and Storage Areas.**

13
14 (a) Tenant, its employees, and customers shall have the non-exclusive right to use any private
15 parking spaces immediately adjacent to the Premises. Tenant shall control the use of such parking spaces so that
16 there will be no unreasonable interference with the normal traffic flow, and shall permit no parking on any
17 landscaped or unpaved surface. Under no circumstances shall trucks serving the Premises be permitted to block
18 streets.

19
20 (b) Tenant shall not store any materials, supplies, or equipment outside in any unapproved or
21 unscreened area. If Tenant erects any visual barriers for storage areas, Landlord shall have the right to approve the
22 design and location. Trash and garbage receptacles shall be kept covered at all times.

23
24 **6. Indemnification; Liability Insurance.**

25
26 (a) Tenant shall not allow any liens to attach to the Premises as a result of its activities.
27 Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss arising out of any activity on
28 the Premises by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this
29 lease. Each party shall hold the other party harmless and defend that party from and against any claim, loss, expense
30 or damage to any person or property in or upon the leased premises arising out of any act or omission of that party or
31 its employees or agents.

32
33 (b) Pursuant to the authority granted in ORS 30.282, Tenant has established a self insurance
34 fund against tort liability for the public body, its officers, employees and agents. Under ORS 30.270, the current
35 limits are \$500,000 per occurrence.

36
37 **7. Property Damage; Subrogation Waiver.**

38
39 (a) If fire or other casualty causes damage to the Building or the Premises in an amount
40 exceeding 50 percent of the full construction-replacement cost of the Building or Premises, respectively, Landlord or
41 Tenant may elect to terminate this lease as of the date of the damage by notice to Tenant within thirty (30) days after
42 such date. Otherwise, Landlord shall promptly repair damage and restore the Premises to their former condition as
43 soon as practicable. Rent shall be reduced during the period to the extent the Premises are not reasonably usable for
44 the use permitted by this lease because of such damage and required repairs.

45
46 (b) Landlord shall be responsible for insuring the Building, and Tenant shall be responsible
47 for insuring its personal property and trade fixtures located on the Premises.

48
49 (c) Neither party shall be liable to the other for any loss or damage caused by water damage,
50 sprinkler leakage, or any of the risks covered by a standard fire insurance policy with extended coverage and
51 sprinkler leakage endorsements, and there shall be no subrogated claim by one party's insurance carrier against the
52 other party arising out of any such loss.

1
2 **8. Condemnation.**

3
4 If a condemning authority takes the entire Premises or a portion sufficient to render the remainder
5 unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that title passes to
6 the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining
7 Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period
8 of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the
9 remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All
10 condemnation proceeds shall belong to the Landlord.

11
12 **9. Assignment and Subletting.**

13
14 (a) Tenant shall not assign its interest under this lease nor sublet the Premises without first
15 obtaining Landlord's consent in writing, which shall not be unreasonably withheld. This provision shall apply to all
16 transfers by operation of law or through mergers and changes in control of Tenant. No assignment or sublease shall
17 relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no one assignment
18 or subletting shall be a consent to any further assignment or subletting.

19
20 (b) Subject to the above limitations on transfer of Tenant's interest, this lease shall bind and
21 inure to the benefit of the parties, their respective heirs, successors, and assigns.

22
23 **10. Default.**

24 Any of the following shall constitute a default by Tenant under this lease:

25
26 (a) Tenant's failure to pay rent or any other charges under this lease within 10 days after it is
27 due, or failure to comply with any other term or condition within 20 days following written notice from Landlord
28 specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall
29 be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with
30 reasonable diligence to effect compliance as soon as possible.

31
32 (b) Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary
33 petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

34
35
36 **11. Remedies for Default.**

37
38 In case of default as described in Paragraph 10 above, Landlord shall have the right to the
39 following remedies which are intended to be cumulative and in addition to any other remedies provided under
40 applicable law:

41
42 (a) Terminate this lease without relieving Tenant from its obligation to pay damages.

43
44 (b) Retake possession of the Premises by summary proceedings or otherwise, in which case
45 Tenant's liability to Landlord for damages shall survive the tenancy. Landlord may, after such retaking of
46 possession, relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a
47 surrender of Tenant's leasehold interest.

48
49 (c) Recover damages caused by Tenant's default which shall include reasonable attorneys'
50 fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur
51 throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently
52 accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the
53 remaining term of the lease equal to the difference between the rent under this lease and the reasonable rental value
54 of the Premises for the remainder of the term, discounted to the time of judgment at the rate of ten percent (10%) per
55 annum.

1
2 (d) Make any payment or perform obligation required of Tenant so as to cure Tenant's
3 default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest at the
4 rate of ten percent (10%) per annum from the date of the expenditure.
5

6 **12. Surrender on Termination.**
7

8 (a) On expiration or early termination of this lease, Tenant shall deliver all keys to Landlord,
9 have final utility readings made on the date of move out, and surrender Premises clean and free of debris inside and
10 out, with all mechanical, electrical, and plumbing systems in good operating condition, all signing removed and
11 defacement corrected, and all repairs called for under this lease completed. The Premises shall be delivered in the
12 same condition as at the commencement of the term, subject only to depreciation and wear from ordinary use.
13 Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting
14 from such removal. Failure to remove said property shall be an abandonment of same, and Landlord may dispose of
15 it in any manner without liability.
16

17 (b) If Tenant fails to vacate the Premises when required, including failure to remove all its
18 personal property, Landlord may elect either (i) to treat Tenant as a tenant from month to month, subject to all
19 provisions of this lease except the provision for term; or (ii) to eject Tenant from the Premises and recover damages
20 caused by wrongful holdover.
21

22 **13. Landlord's Liability.**
23

24 (a) Landlord warrants that so long as Tenant complies with all terms of this lease it shall be
25 entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord
26 or persons claiming through Landlord.
27

28 (b) All persons dealing with HLW Associates, LLC must look solely to the property and
29 assets of HLW Associates, LLC for the payment of any claim against HLW Associates, LLC or for the performance
30 of any obligation of HLW Associates, LLC as neither the general partner, limited partner, employees, nor agents of
31 HLW Associates, LLC assume any personal liability for obligations entered into on behalf of HLW Associates, LLC
32 (or its predecessors in interest) and their respective properties shall not be subject to the claims of any person in
33 respect of any such liability or obligation. As used herein, the words "property and assets of partnership" exclude
34 any rights of Partnership for the payment of capital contributions or other obligations to it by the general partner or
35 any limited partner in such capacity.
36

37 **14. Mortgage or Sale by Landlord; Estoppel Certificates.**
38

39 (a) This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance")
40 recorded after the date of this lease affecting the Building and the land upon which the Building is located.
41 However, if any lender holding an Encumbrance secured by the Building and the land underlying the Building
42 requires that this lease be subordinate to the Encumbrance, then Tenant agrees that this lease shall be subordinate to
43 the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations
44 under this lease no foreclosure, deed given in lieu of the foreclosure, or sale pursuant to the terms of the
45 Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this lease.
46 If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by
47 the holder of the Encumbrance to accomplish the purposes of this paragraph.
48

49 (b) If the Building is sold as a result of foreclosure of any Encumbrance thereon or otherwise
50 transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee, and the transferor shall
51 have no further liability hereunder.
52

53 (c) Either party shall within 20 days after notice from the other execute and deliver to the
54 other party a certificate stating whether or not this lease has been modified and is in full force and effect and
55 specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of

1 monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or unpaid
2 rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the
3 certificate was requested that the lease is in full force and effect and has not been modified except as may be
4 represented by the party requesting the certificate.

5
6 **15. Disputes - Attorneys' Fees.**

7
8 In the event of any litigation arising out of this lease, the prevailing party shall be entitled to
9 recover from the other party, in addition to all other relief provided by law or judgment, its reasonable costs and
10 attorneys' fees incurred both at and in preparation for trial and any appeal or review, such amount to be as
11 determined by the court(s) before which the matter is heard. Disputes between the parties which are to be litigated
12 shall be tried before a judge without a jury. In any litigation between the parties, the term "prevailing party" shall be
13 defined as the party who ultimately prevails on the majority of issues and/or damages disputed by the parties.

14
15 **16. Severability.**

16
17 If any provision of this lease is held to be invalid, unenforceable or illegal the remaining provisions
18 shall not be affected and shall be enforced to the fullest extent permitted by law.

19
20 **17. Interest and Late Charges.**

21
22 Rent not paid within 10 days of when due shall bear interest from the date due until paid at the rate
23 of 10 percent per annum. Landlord may at its option impose a late charge of \$.05 for each \$1.00 of rent for rent
24 payments made more than 10 days late in addition to interest and other remedies available for default.

25
26 **18. General Provisions.**

27
28 (a) Waiver by either party of strict performance of any provision of this lease shall not be a
29 waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other
30 provision.

31
32 (b) Subject to the limitations on transfer of Tenant's interest, this lease shall bind and inure to
33 the benefit of the parties, their respective heirs, successors, and assigns.

34
35 (c) Landlord shall have the right to enter upon the Premises at any time to determine Tenant's
36 compliance with this lease, to make necessary repairs to the Building or the Premises, or to show the Premises to any
37 prospective tenant or purchasers. During the last two months of the term, Landlord may place and maintain upon the
38 Premises notices for leasing or sale of the Premises.

39
40 (d) If this lease commences or terminates at a time other than the beginning or end of one of
41 the specified rental periods, then the rent (including Tenant's share of real property taxes, if any) shall be prorated as
42 of such date, and in the event of termination for reasons other than default all prepaid rent shall be refunded to
43 Tenant or paid on its account.

44
45 (e) Notices between the parties relating to this lease shall be in writing, effective when
46 delivered, or if mailed, effective on the second day following mailing, postage prepaid, to
47 the address for the property stated in this lease or to such other address as either party
48 may specify by notice to the other. Rent shall be payable to Landlord at the same address
49 and in the same manner.

50
51 **19. Environmental.**

52
53 (a) Definitions. The term "Environmental Law" shall mean any federal, state or local statute,
54 regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or
55 the environment. The term "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive

1 substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation,
2 petroleum oil and its fractions.
3

4 (b) Use of Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance
5 to be spilled, leaked, disposed of or otherwise released on or under the Premises. Tenant may use and sell on the
6 Premises only those Hazardous Substances typically used and sold in the prudent and safe operation of the business
7 permitted by Section 1 of this lease. Tenant may store such Hazardous Substance on the Premises, but only in
8 quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental
9 Laws and exercise the highest degree of care in the use, handling and storage of Hazardous Substances and shall take
10 all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on
11 the Premises.
12

13 (c) Notices. Tenant shall immediately notify Landlord upon becoming aware of the following:
14 (a) any spill, leak, disposal or other release of a Hazardous Substance on, under or adjacent to the Premises; (b) any
15 notice or communication from a governmental agency or any other person relating to any Hazardous Substance on,
16 under or adjacent to the Premises; or (c) any violation of any Environmental Law with respect to the Premises or
17 Tenant's activities on or in connection with the Premises.
18

19 (d) Spills and Releases. In the event of a spill, leak, disposal or other release of a Hazardous
20 Substance on or under the Premises caused by Tenant or any of its contractors, agents or employees or invitees, or
21 the suspicion or threat of the same, Tenant shall (i) immediately undertake all emergency response necessary to
22 contain, cleanup and remove the released Hazardous Substance, (ii) promptly undertake all investigatory, remedial,
23 removal and other response action necessary or appropriate to ensure that any Hazardous Substances contamination
24 is eliminated to Landlord's reasonable satisfaction, and (iii) provide Landlord copies of all correspondence with any
25 governmental agency regarding the release (or threatened or suspected release) or the response action, a detailed
26 report documenting all such response action, and a certification that any contamination has been eliminated. All
27 such response action shall be performed, all such reports shall be prepared and all such certifications shall be made
28 by an environmental consultant reasonably acceptable to Landlord.
29

30 (e) Condition Upon Termination. Upon expiration of this lease or sooner termination of this
31 lease for any reason, Tenant shall remove all Hazardous Substances and facilities used for the storage or handling of
32 Hazardous Substances from the Premises and restore the affected areas by repairing any damage caused by the
33 installation, or removal of the facilities. Following such removal, Tenant shall certify in writing to Landlord that all
34 such removal is complete.
35

36 (f) Assignment and Subletting. Notwithstanding the provisions of Paragraph 9 of this lease,
37 it shall not be unreasonable for Landlord to withhold its consent to any assignment, sublease or other transfer of the
38 Tenant's interest in this lease if a proposed transferee's anticipated use of the Premises involves the generation,
39 storage, use, sale, treatment, release or disposal of any Hazardous Substance.
40

41 (g) Indemnity.
42

43 i) Each party shall indemnify, defend and hold harmless the other, its employees and
44 agents, any persons holding a security interest in the Premises, and the respective successors and assigns of each of
45 them from and against any and all claims, demands, liabilities, damages, fines, losses, costs (including without
46 limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law)
47 and expenses (including without limitation reasonable attorneys' fees and expert fees in connection with any trial,
48 appeal, petition for review or administrative proceeding) arising out of or in any way relating to the use, treatment,
49 storage, generation, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the
50 Premises by either party or any of its contractors, agents or employees or invitees. Each party's obligations under
51 this section shall survive the expiration or termination of this lease for any reason. Each party's rights under this
52 section are in addition to and not in lieu of any other rights or remedies to which either party may be entitled under
53 this agreement or otherwise.

1
2 **20. Option to Extend.**
3

4 While this lease is in full force and effect, provided Tenant is not and has not been in default of
5 any of the terms, covenants and conditions thereof, Landlord grants to Tenant one (1) option to extend the term of
6 the Lease for a period of five (5) years, commencing upon the termination of the immediately preceding Lease term,
7 exercisable by giving Landlord notice in writing not later than one hundred eighty (180) days prior to the termination
8 of the immediately preceding lease term. Such extension or renewal shall be on the same terms, covenants and
9 conditions as provided for in the original term except that the monthly base rent during the extended term shall be
10 negotiated to the satisfaction of Landlord and Tenant. In the event the demised Premises is sublet or assigned this
11 renewal option will be null and void and of no further effect.
12

13 **21. Lessor Improvements.**
14

15 Landlord shall, at Landlord's cost, upon mutual lease execution, commence with the improvements modifying the
16 existing office space and adding additional office space, in accordance with Exhibit B and Exhibit C, attached hereto
17 and made a part of this Lease. All improvements shall be completed in a workmanship like fashion, consistent with
18 the existing office improvement quality. Landlord shall use its best effort to complete the improvements in a timely
19 fashion.
20

21 **22. Tenant Improvement Allowance.**
22

23 Landlord shall provide tenant a \$5,000.00 improvement allowance for any required fire sprinkler system
24 modifications for the warehouse area. Landlord shall promptly pay when due, all costs of the fire sprinkler
25 modifications up to \$5,000.00. Any remaining dollars not spent toward this tenant improvement allowance, up to
26 \$5,000.00, will be credited toward tenant's rent immediately following written notice by tenant.
27

28 **23. Indemnification.**
29

30 This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the
31 Oregon Constitution, and is contingent upon funds being appropriated therefor. The County will not use non-
32 appropriation as a means of procuring substantially similar premises from another landlord or of providing for the
33 construction of substitute premises.

1 IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day
2 and year first written above.

3
4 AGREED AND ACCEPTED

5
6 By: HLW Associates, LLC

7
8 Title: J. Blunt Partner

9
10 Date: Feb 9, 2000

11
12
13
14 Address for Notices/Rent Payments to Landlord:

15
16 20497 SW Teton Avenue
17 Tualatin, Oregon 97062

AGREED AND ACCEPTED

By: Clackamas County by its
Board of County Commissioners

Bill Kennemer
Bill Kennemer, Chair

Millicent Morrison
Millicent Morrison, Recording Secretary

Date: 2/23/2000

Marc D. Gonzales
Marc Gonzales, Finance Director

Approved as to form:

David W. Anderson
Office of County Counsel

Address for Legal Notices to Tenant:

2106 Kaen Road
Oregon City, Oregon 97045

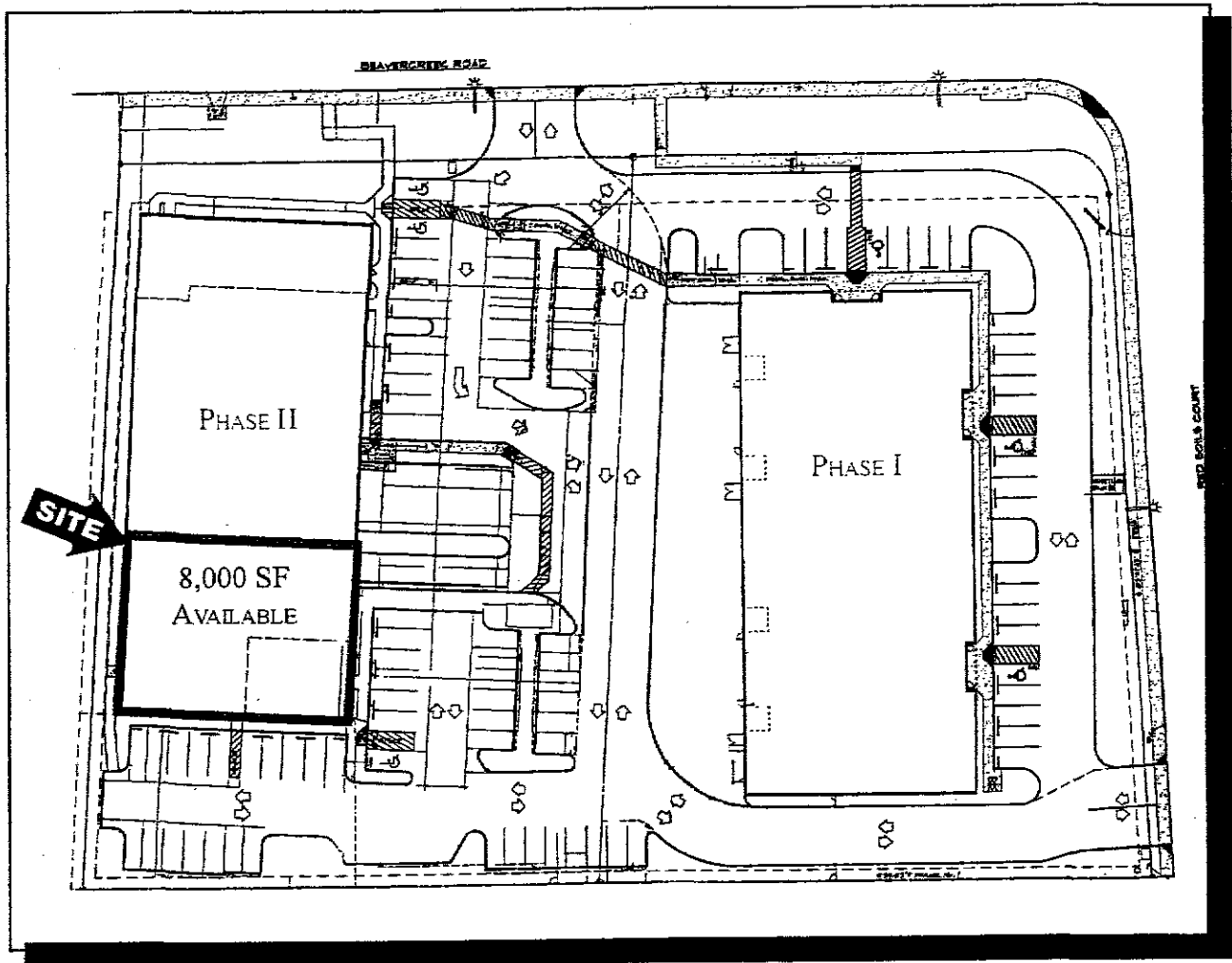
**ILLEGIBLE PAGE(S) FOLLOW
POOR QUALITY OF SCANNED
IMAGE**

JARAD INDUSTRIAL PARK PHASE II

RED SOILS COURT & BEAVERTONCREEK ROAD

OREGON CITY, OR

Exhibit A

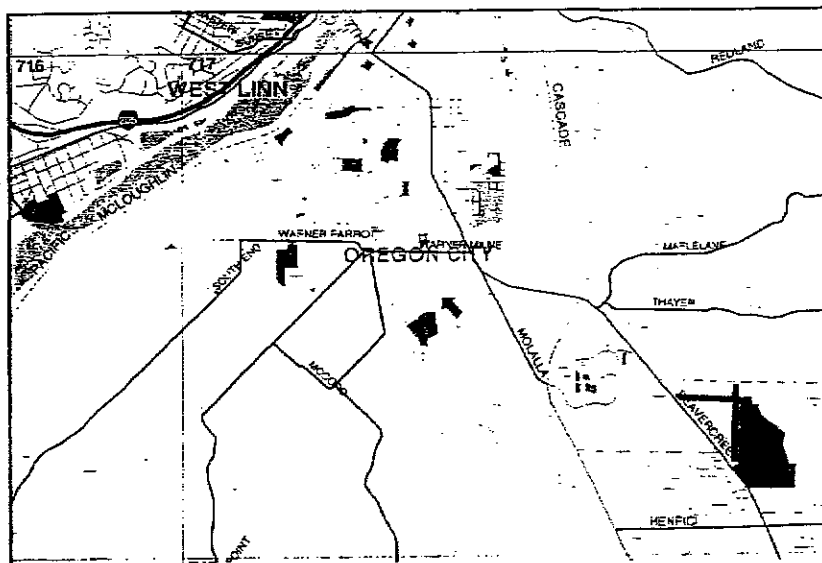


PLEASE INITIAL

TRW

PLEASE INITIAL

JK



115 - 046

KEYNOTES:

- ① EXISTING ROOM AND PARTS TO REMAIN AS IS.
- ② 2'-0" WIDE BUILT-UP STANCHION DOOR AND PARTS. PROVIDE 100% APPROVED LEVEL WORKING SURFACE.
- ③ 2'-0" WIDE BUILT-UP STANCHION DOOR AND PARTS. PROVIDE 100% APPROVED LEVEL WORKING SURFACE. PROVIDE 100% APPROVED LEVEL WORKING SURFACE.
- ④ APPROXIMATE SIZE OF ROOMS WITH HEATING & INSULATION BY MECHANICAL CONTRACTOR.
- ⑤ PROVIDE INSULATION, VENTILATION AND SHUTTERS OVER EXISTING CONCRETE FLOOR. FINISH TO MATCH WALLS.
- ⑥ NEW BUILT-UP STANCHION WINDOW - SIZE TO BE DETERMINED BY MECHANICAL CONTRACTOR.
- ⑦ PROVIDE INSULATION, VENTILATION AND SHUTTERS OVER EXISTING CONCRETE FLOOR. FINISH TO MATCH WALLS.
- ⑧ PROVIDE INSULATION, VENTILATION AND SHUTTERS OVER EXISTING CONCRETE FLOOR. FINISH TO MATCH WALLS.
- ⑨ 2'-0" WIDE BUILT-UP STANCHION DOOR AND PARTS. PROVIDE 100% APPROVED LEVEL WORKING SURFACE.

NOTE:
ALL FINISHES TO MATCH EXISTING.
NEW PARTS TO BE IDENTICAL TO EXISTING EQUIPMENT.
DOORS TO BE IDENTICAL.

WALL LEGEND

- ===== EXISTING WALL TO REMAIN
- ===== NEW PARTIAL BRICK WALL
- ===== PARTIAL BRICK WALL WITH EXISTING INSULATION
- ===== PARTIAL BRICK WALL WITH EXISTING INSULATION AND SHUTTERS OVER EXISTING CONCRETE FLOOR. FINISH TO MATCH EXISTING WALLS.
- ===== NEW WALL - 4" AIR SPACED (STANCHION)

PLEASE INITIAL

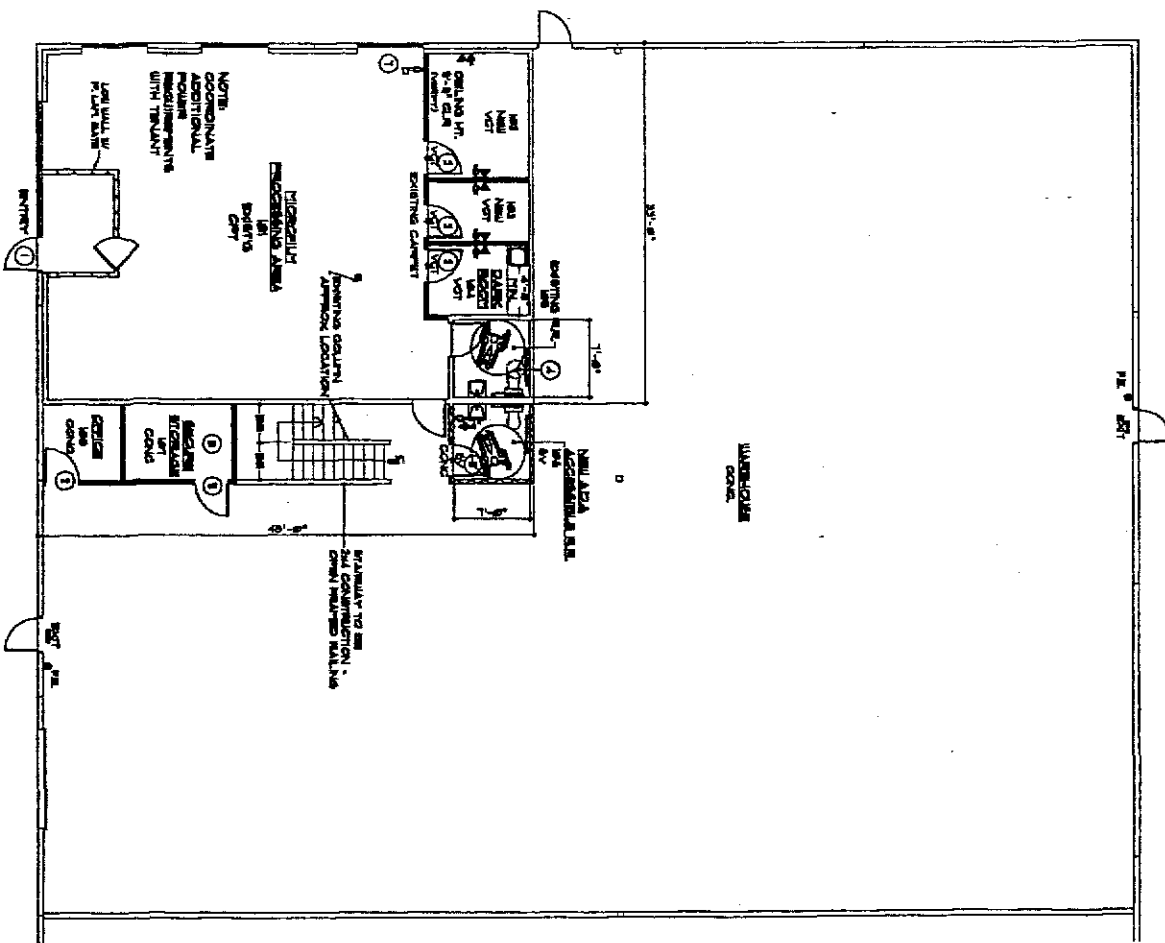
JK

PLEASE INITIAL

TRa

ELECTRICAL LEGEND:

- ⊕ EXISTING OUTLET
- ⊕ TELEPHONE OUTLET



PRELIMINARY MAIN LEVEL FLOOR PLAN
SCALE 1/8"=1'-0"



115 - 047

DATE	1-15-08
DESIGNED BY	TR
DRAWN BY	JK
CHECKED BY	JK
SCALE	1/8"=1'-0"
NOTES	
CONSTRUCTION	
SHEET NUMBER	1
TOTAL SHEETS	1

CLACKAMAS COUNTY RECORDS
JARAD INDUSTRIAL PARK
OREGON CITY, OREGON

TI Design Group
1000 NE Oregon Street, Suite 100
Portland, Oregon 97232
Phone: 503-255-1234
Fax: 503-255-1235
www.tidesigngroup.com

NO.	DATE	REVISIONS

PRELIMINARY - FOR PRICING ONLY

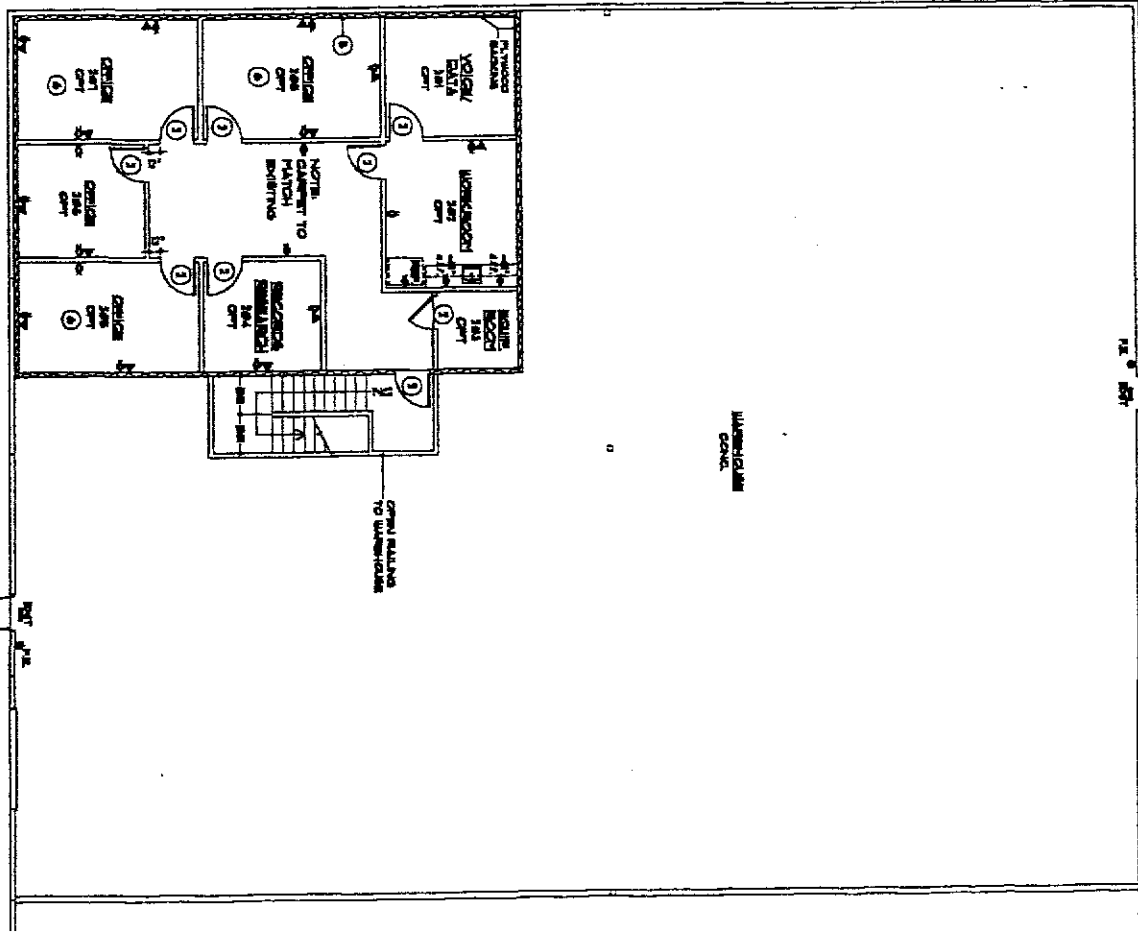
PLEASE INITIAL

TRa

PLEASE INITIAL

BL

PRELIMINARY UPPER LEVEL FLOOR PLAN
SCALE 1/8" = 1'-0"



115 - 048

DATE	REVISION
11/1/05	1.0
11/1/05	1.1
11/1/05	1.2
11/1/05	1.3
11/1/05	1.4
11/1/05	1.5
11/1/05	1.6
11/1/05	1.7
11/1/05	1.8
11/1/05	1.9
11/1/05	2.0

2

TEAMT IMPROVEMENTS FOR
CLACKAMAS COUNTY RECORDS
JARAD INDUSTRIAL PARK
OREGON CITY, OREGON

TI Design Group

10000 NE 10th Ave
Portland, OR 97220

Phone: 503-251-1000 Fax: 503-251-1001 Website: www.tidg.com
2005 © TI Design Group, Oregon 97008

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, March 8, 2012 – 10:00 AM

Public Services Building - 2051 Kaen Road, Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard
Commissioner Ann Lininger
Commissioner Paul Savas
Commissioner Jamie Damon

EXCUSED: Commissioner Charlotte Lehan

Commissioner Lehan is out of the office today and Commissioner Bernard will serve as Chair.

I. CALL TO ORDER

- Roll Call
- **Pledge of Allegiance**
- Approval of Order of Agenda

Chair Bernard stated we would like to begin the meeting with an update regarding the upcoming closer of Hwy 213 near I-205. Nancy Kraushaar, Public Works Director, City of Oregon City is her today to give this update. I would like to add this as the first item on the agenda.

MOTION:

Commissioner Lininger: I move we approve the order of the March 8, Business Meeting agenda as amended.

Commissioner Damon: Second.

Chair Bernard – all those in favor/opposed:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Bernard: Aye.

Chair Bernard – all those opposed: - The Ayes have it and the motion carries.

Nancy Kraushaar, Public Works Director for the City of Oregon City gave a brief update on the Jughandle project at Hwy. 213 and I-205.

II. DISCUSSION ITEM

Department of Emergency Management

1. Promulgation of the Clackamas County Emergency Operations Plan

Nancy Bush, Emergency Management stated the County is required to have an Emergency Operations Plan (EOP) that is promulgated every five years. The last time the EOP was promulgated by the Board was in 2006; therefore it is time again to promulgate the EOP. To promulgate the EOP is to make it a legal document within the County, which will be used as guidance for planning, response, recover, and mitigation activities related to declared and undeclared disasters or events. Staff recommends the BCC promulgate the Clackamas County Emergency Operations Plan.

~Board Discussion~

MOTION:

Commissioner Damon: I move we promulgate the Clackamas County Emergency Operations Plan.

Commissioner Savas: Second.

Chair Bernard – all those in favor:

Commissioner Damon: Aye.
Commissioner Savas: Aye.
Commissioner Lininger: Aye.
Chair Behan: Aye.
Chair Bernard – all those opposed: - The Ayes have it and the motion carries.

III. CITIZEN COMMUNICATION

1. Yvonne Lazarus, Oak Grove – concerned about the Sequoia trees along McLoughlin – she asked when the 25 million issue will be on the agenda.
2. Les Poole, Oak Grove – Milwaukie light rail, and several misc. issues.
3. Sonja Pauli, Milwaukie – asked the Board to put a measure on the May ballot – against Agenda 21.
4. Maryanna Moore, Gladstone – Gladstone library – light rail.
5. Mack Woods, Canby – he helped gather signatures for the light rail issue.

IV. CONSENT AGENDA

MOTION:

Commissioner Savas: I move we approve the consent agenda.
Commissioner Lininger: Second.
Chair Bernard – all those in favor:
Commissioner Damon: Aye.
Commissioner Savas: Aye.
Commissioner Lininger: Aye.
Chair Behan: Aye.
Chair Bernard – all those opposed: - The Ayes have it and the motion carries.

A. Health, Housing & Human Services

1. Approval of a Behavioral Health Services Agreement with CODA, Inc. for Outpatient Substance Abuse Services, Outpatient Mental Health Services, and Intensive Treatment and Recovery Services - BH
2. Approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program - BH
3. Approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. for Community Mental Health Provider Services - BH
4. Board Order No. **2012-18** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233* – BH
5. Approval to Apply for the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Fiscal Year 2012 Adult Drug Court Discretionary Grant Programs- BH

B. Department of Transportation & Development

1. Board Order No. **2012-19** Declaring an Emergency for the Bear Creek/Barnards Road Culvert Replacement Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – bcc

D. Department of Emergency Management

1. Approval of Local Grant Agreements with Subgrantees for the Fiscal Year 2009- Urban Area Security Initiative Grant

V. WATER ENVIRONMENT SERVICES

1. Acceptance of an Easement on behalf of Tri-City Service District for the Holly Lane Culvert Replacement
2. Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:00 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

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



Dana S. Robinson
Director

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

April 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Approval for Services Agreement with University of Oregon
To Provide Staffing and Technical Assistance for Hazard Mitigation Plan Update**

The Department of Emergency Management is currently updating the County's Natural Hazard Mitigation Plan (Plan), as required by the Disaster Mitigation Act of 2000 with a completion target of October 2012. The Plan was originally approved by the Board in 2002 with the first five-year update approved in 2007.

In order to meet the five-year update timeline, Emergency Management requires temporary staff support and technical assistance from the University of Oregon through their Resource Assistance for Rural Areas (RARE) program and the Oregon Partnership for Disaster Resilience (OPDR) work group. The RARE program will provide an AmeriCorps-based community planning specialist to assist the County in reviewing and updating the County Plan and the addenda for participating cities. OPDR will provide technical support to meet federal planning criteria and facilitate pre-approval review by the Federal Emergency Management Agency.

This Services Agreement (attached) with the University of Oregon obligates County funds for \$5,500 and provides the RARE staff member to work directly with the Department of Emergency Management through July 2012 and support from OPDR through the final approval process in October 2012.

County Counsel has reviewed and approved of this agreement on March 26, 2012.

RECOMMENDATION:

Staff respectfully recommends the Board approve the attached services Agreement with the University of Oregon and authorizes the department director to sign on behalf of the County.

Sincerely,


Dana Robinson
Director

For information on this issue or copies of attachments,
please contact Jay Wilson at 503-723-4848

SERVICES AGREEMENT No. 18860

This agreement by and between, Clackamas County Emergency Management hereafter known as the "CLIENT" and the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon, hereinafter "UNIVERSITY".

The parties wish to enter into this agreement for the purpose of mutual benefit to the CLIENT and the selected student participant, herein referred to as "PARTICIPANT".

1. STATEMENT OF SERVICE

The UNIVERSITY has received funding from the Federal Emergency Management Agency through the State of Oregon Military Department, Oregon Emergency Management, per EMS-2011-PC-0002, project PDMC-PL-10-OR-2011-002, UNIVERSITY Index 249490, (FEMA Grant) to support mitigation planning work in Clackamas County. This work will be facilitated, in part, by a University of Oregon "Resource Assistance for Rural Environments" (RARE) participant. The RARE program provides cooperative planning and resource assistance to participating rural communities.

The cooperative services requested by the CLIENT and provided by the PARTICIPANT are under the management and with the guidance of the UNIVERSITY. General cooperative services to be provided to the CLIENT by the PARTICIPANT are identified in Attachment A, Scope of Work, of this agreement.

2. PERIOD OF AGREEMENT

This agreement shall be effective on September 1, 2011 and shall terminate on, July 31, 2012, or unless amended. The CLIENT and the PARTICIPANT, with the help of the UNIVERSITY, shall develop the community service program of the PARTICIPANT. Periodic adjustments to this program may be made throughout the project period as deemed necessary by the CLIENT and with agreement of the UNIVERSITY and PARTICIPANT.

3. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed price sum of \$5,500 to fund CLIENT'S participation in the services described in section 1 above. CLIENT's funds will be considered cost-share for the FEMA Grant and therefore client funds used to pay the University may not be from federal funds. The UNIVERSITY will invoice the CLIENT for 50% of fixed price sum listed above upon execution of this agreement. University will invoice CLIENT for the remaining 50% on April 1, 2012. All billings are payable within 30 days of receipt of invoice. Payments are to be submitted to the UNIVERSITY administrative contact named in Article 12.

The PARTICIPANT is not an employee of the CLIENT or the UNIVERSITY, but is provided employment benefits such as Workers' Compensation and Social Security through the University's payroll system. Therefore, the CLIENT is not responsible for any payroll costs over and above the total amount specified in this Interagency Agreement. The CLIENT agrees to cover the cost of office and administrative expenses related to the PARTICIPANT'S work duties as well as travel expenses incurred in the execution of these duties. The CLIENT will provide liability insurance for the PARTICIPANT per the volunteer liability insurance of the CLIENT organization. The CLIENT will identify an individual to serve as the local supervisor and mentor of the PARTICIPANT in compliance with program requirements, subject to the approval of the UNIVERSITY.

4. FUNDS AVAILABLE AND AUTHORIZED

The CLIENT certifies at the time of signing this agreement that sufficient funds are committed and authorized for expenditure to finance costs of this agreement within its current appropriation or limitation.

If the CLIENT is not allotted the funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for such purposes to continue this agreement, this agreement shall automatically terminate at the end of the current fiscal period for which funds have been allocated.

Such termination shall not constitute an event of default under any other provisions of this agreement, but the CLIENT shall be obligated to pay its share of all charges incurred through the end of such fiscal period.

The CLIENT shall give the UNIVERSITY written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability.

5. AMENDMENTS

This agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both parties to this agreement.

6. TERMINATION

This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

The UNIVERSITY may terminate this agreement effective upon delivery of written notice to the CLIENT, or at such date as may be established by the UNIVERSITY, under any of the following conditions:

- a) If UNIVERSITY funding from federal, state, or other source is not obtained and continued at levels sufficient to allow for the purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c) If the work program or work conditions of the PARTICIPANT as defined by the CLIENT is an inappropriate use of program funds.

All notices under this Agreement given by either party to the other shall be in writing and submitted to the following individuals, and shall become effective on delivery to the addressee, unless otherwise indicated. Amendments or other changes to this agreement will not be effective unless signed by the UNIVERSITY and CLIENT Contracting Officers or an authorized representative.

UNIVERSITY CONTACT (Administrative)

Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5131
Fax: (541) 346-5138
orsa@uoregon.edu

CLIENT CONTACT (Administrative)

Dana Robinson, Director
Clackamas Co. Energy Mgmt
2200 Karen Rd
Oregon City, OR 97045

13. SEVERABILITY

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

14. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by strikes, fire, riots, acts of god, terrorist acts or other acts of sabotage, war, inability to obtain labor or materials or reasonable substitutes therefore, government restrictions, regulations, controls or any other causes obligated to perform where such cause was beyond the party's reasonable control. However, the party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15. EXECUTION AND COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the instrument.

16. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights granted under it in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, without the express written consent of the other party, not to be unreasonably withheld.

17. THIRD PARTY BENEFICIARIES

Nothing in this Agreement gives, or is intended to give or shall be construed to give any benefit or right to any third parties.

18. MERGER CLAUSE

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have duly executed this agreement effective as of the effective date above.

CLIENT

Signature _____

Title _____

Date _____

UNIVERSITY

Signature  _____

Title Moira Kiltie
Asst. Vice President
for Research _____

Date 3/22/12 _____

Tax I.D. 48-1278531

ATTACHMENT A

Scope of Work: Clackamas County

College-level participants will assist residents of resource-dependent rural communities/counties evaluate their community future, find answers to community questions and assist in the development and implementation of strategies to improve economic and environmental conditions for the community and/or the watershed in which it is located. A **PARTICIPANT** will be assigned to the **CLIENT** to help implement a specified work plan. The work plan is generally described below, to be amended as necessary by representatives of the **CLIENT** and the **UNIVERSITY**:

- 1) Describe the specific needs in your community that the project(s) will address.

The completion of these plans will provide the necessary basis for Clackamas County and its participating cities to receive FEMA pre-and post-disaster mitigation planning funds.

- 2) Provide evidence that the resident population, organization staff and/or board are supportive of the projects proposed. This may include a description of the community/organization strategic plan or a description of the events or change in policy that has led your community to seek assistance from the RARE program.

With the direct work of a RARE Participant, Clackamas County completed the first Natural Hazard Mitigation Plan in the nation in September 2002. Since then, the County has received over \$3 million for pre-disaster mitigation projects. In 2007, the County completed a five year update of the Mitigation Plan, and assisted a few cities in their plan update process. In 2008-09, Clackamas County hosted a RARE Participant to assist 12 cities to develop/update plans and to sign memorandums of understanding to join in the county-wide planning effort.

- 3) List any community-based organizations with which the participant will work in completing the project.

Possibly with watershed councils, Chambers of commerce, NGO social service providers, etc.. Most will be city and County government departments and fire districts.

- 4) Describe the readiness of the project(s) (e.g., a plan has been completed and needs to be implemented or the council has adopted the scope of work based on a community outreach process).

County plan will require extensive revision to combine the 2002 original and 2007 supplement. Nearly all cities will have recently adopted plans that shouldn't require too many content changes, but will need reformatting and public process assistance.

- 5) Describe the major activities and tasks to be performed by the RARE participant.

Major tasks will be coordination of County and city hazard mitigation committees, facilitating and documenting meetings, and drafting plans for pre-FEMA review by OPDR.

- 6) Describe any specific outcomes, products or deliverables expected by the organization, supervisor, or community.

To the fullest extent possible with a very loaded work plan, work with supervisor to draft plans for FEMA review for the County and participating cities, with documentation for county records.

- 7) What experiences, skills, abilities, and/or specific knowledge would be required or especially helpful to accomplish this project?

Just to list a few: Self starter, reliable and thorough, knowledge of community planning, good technical writing skills, ability to facilitate a group process, organized, honest about abilities, interactive, positive outlook, sense of humor, and flexible.

- 8) Describe the learning opportunities for the RARE participant who would serve in the position.

Hazard mitigation planning gets to the assumptions and fabric of how a community functions, so by working with the County and cities, this will provide a broad spectrum of access to many different professionals, contexts for discussing public safety decisions, comparison/contrast of horizontal and vertical levels of local government, and exposure to a geographically diverse county.

RARE 2011-2012 Project Summary Table

Project	Need Being Addressed	Major Activities/Tasks to be Performed	Skills, Ability and Knowledge Needed	Expected Outcomes and/or Deliverables
Convene hazard mitigation advisory committees for County and 12 cities	Establish local contacts, responsible parties, arrange working relationship between RARE person and committee members	Formation of each community's planning group to author the plan, setting work schedule, organize background materials and folders for each community	Communication skills, organizing contact lists, scheduling, using MS Office applications,	Committees formed, work plans organized, background materials acquired.
Review existing plans with committees for updates/changes	Critical review of content and need for clarification, documentation, supporting language	Getting familiar with each plan, assigning tasks by group leaders, identify information gaps, collect needed information	Meeting facilitation, documentation, plan review and critical evaluation of mitigation planning priorities	Identified major areas of each plans needing updates/changes.
Prepare Draft plans	Formulate working draft products for each community that allows quick review with comment and edits	Assemble drafts: Build plan outlines with OPDR guidance, reuse appropriate existing materials, and then address gaps with new materials from committees	Technical writing, editing, community planning research, hazard literature review,	First Draft Plans completed
Coordinate internal review and public comment	Committee review and approval and public review and comment process	Circulate drafts to committees, assist communities with public comment activities, track changes and incorporate edits	Knowledge of public education and outreach process, facilitation or internal review, managing document updates.	Second Draft Plans completed
Submit draft finals to OPDR for pre-FEMA reviews	Technical and format review by OPDR to meet latest FEMA guidance for plan updates	Detailed review by OPDR of all chapters and action items from each plan using FEMA cross-walk or latest federal guidance.	Understanding of Disaster Mitigation Act 2000, FEMA cross walk	OPDR review completed
Make necessary changes for FEMA pre-approval reviews	Edits and formatting to prepare for FEMA inspection	Complete final revisions and edits in preparation for publication	Word processing, document layout, formatting graphics, tables, photographs, and table of contents.	Draft Final back from FEMA with notations to be addressed before adoption by community. Then sent to FEMA for approval.

THIS PROJECT SUMMARY IS CONCEPTUAL AND SUBJECT TO CHANGES WITH ADDITIONAL DETAILS PRIOR TO START DATE
BASED ON UPCOMING RELEASE OF OPDR TASKS AND TIMELINES FOR MITIGATION PLANNING UPDATES

Essential Functions

The member must be able to fulfill the following essential functions:

- Complete a minimum of 1700 hours of service within 11 months;
- Represent the RARE program, their community organizations and themselves well by behaving professionally and following the dress code and standards of conduct of their sponsoring organization.
- Travel to and participate in required RARE trainings, including Orientation, October training, the Making Connections Conference, and the End of the Year Event;
- Create and submit a work plan, with the support and approval of the community supervisor, that accurately reflects the member's on-site duties and deliverables;
- Complete monthly service reports and quarterly assessments in a timely manner;
- Seek technical assistance and support whenever needed, from community resources, RARE/CSC staff, or from the University;
- Complete specified work products as outlined both the in the scope of work and in the member work plan.



Dana S. Robinson
Director

DEPARTMENT OF EMERGENCY MANAGEMENT

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

April 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF TWO FY 2011 STATE HOMELAND SECURITY GRANT AGREEMENTS BETWEEN
CLACKAMAS COUNTY AND STATE OF OREGON**

The Emergency Management Department requests approval of two FY 2011 State Homeland Security Grant agreements between Clackamas County and the State of Oregon regarding purchases and reimbursement for two projects totaling \$47,500.

The first grant is valued at \$12,500. Funding from this grant will be used to procure equipment that will provide the Clackamas County Medical Examiner's office with go-kits that will aid in locating, transporting and processing bodies in a day-to-day or mass fatality incident. Go-kits are collections of specific equipment that are deployable in the event normal equipment and facilities are not available. Go-kits items purchased with this grant include body bags, tyvek suits, gloves, cameras, boot covers, masks and respirators. Having go-kits stocked and pre-positioned will ensure the Clackamas County Medical Examiner's office can effectively respond to the Oregon State Medical Examiner's and Clackamas County's Mass Fatality Plan.

The second grant is valued at \$35,000. Funding from this grant will be utilized to conduct Incident Command System (ICS) training, Applied Technology Council (ATC) training and an Evacuation Planning Course. Conducting ICS courses in Clackamas County allows local first responders to attain and maintain their training requirements under the National Incident Management System (NIMS). Hosting ATC trainings, specifically ATC 20: Post-earthquake Evaluation of Buildings and ATC 45: Safety Evaluation of Buildings after Windstorms and Floods, creates a trained pool of personnel who can inspect buildings post-disaster. Funding an evacuation planning course will enhance Clackamas County's ability to more effectively work with and plan for communities that have potential for evacuations, due to natural hazards such as floods or volcanic eruptions.

County Counsel has approved these agreements as to form.

RECOMMENDATION

Staff respectfully recommends approval of the two FY 2011 State Homeland Security Grant agreements with the State of Oregon to fund the purchase of medical examiner go-kit equipment and ICS, ATC and evacuation planning courses.

Respectfully submitted,

Dana Robinson
Director

For more information on this issue or copies of attachments,
please contact Sarah Stegmuller Eckman at (503) 650-3381.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY GRANT PROGRAM – CFDA # 97.073**

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	Medical Examiners Continuity of Operations	GRANT NO:	# 11-214
SUBGRANTEE:	Clackamas County Emergency Management	FEDERAL AWARD:	\$12,500
ADDRESS:	2200 Kaen Rd Oregon City, OR 97045	AWARD PERIOD:	1/1/12 thru 12/31/12
PROGRAM CONTACT:	Sarah Stegmuller Eckman sarahste@co.clackamas.or.us	TELEPHONE:	(503) 650-3381
FISCAL CONTACT:	Marc Gonzales marcgon@co.clackamas.or.us	TELEPHONE:	(503) 742-5405

BUDGET

<i>Equipment</i>	
CBRNE Logistical Support	\$2,483
CBRNE Operational/Search and Rescue	\$145
Information Technology	\$1,800
Intervention	\$1,830
Medical	\$4,700
Personal Protective Equipment	\$1,542
Total	\$12,500

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2011 State Homeland Security Program.
- D. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modifications or change of terms of this Agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this Agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and/or damages to OEM.

TERMS AND CONDITIONS

II. Conditions of Award

- A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the state's Homeland Security Grant Program FY 2011 Application Instructions and Grant Guidance, the requirements of which are incorporated into this Agreement by this reference, and to expend funds in accordance with the approved budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of this Agreement.
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- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- F. By accepting FY 2011 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.

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 - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Part 31.2 (Federal Acquisition Regulations - Contracts with Commercial Organizations).
 - c. Audit Requirements. OMB Circular A-133 (States, Local Governments, and Non-Profit Organizations).
2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. Access to Records. OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall use their own procurement procedures provided that the procurement conforms to applicable Federal (44 CFR Part 13.36) and State law (ORS 279A, 279B, 279C) and standards.
2. The Subgrantee agrees to provide the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this Agreement.
3. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. **All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM** in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
4. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or

draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

5. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

I. Property/Equipment Management and Records Control, and Retention of Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13.31-33 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
 - a. All property/equipment purchased under this Agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
 - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
 - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
 - h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Homeland Security Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Homeland Security Grant Program.

J. Funding.

1. Matching Funds. **This Grant does not require matching funds.**
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2011 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Homeland Security Grant Program guidelines.

K. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of this Agreement.

1. Performance Reports.

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2011 Homeland Security Grant Program and how they address identified project specific goals and objectives.

Reports are due to OEM by the end of each calendar year quarter.

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant expenditures**. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. **At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.**
- b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- c. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that **no grant funds may be used for expenses incurred before January 1, 2012 or after December 31, 2012.**
- e. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this Agreement.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this Agreement.

VI. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other Agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

John L. Lewis, Plans and Training Section Director
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062

Date

Signature of Authorized Subgrantee Official

Date

Name/Title



3/22/12

Signature of Authorized Fiscal Representative of Subgrantee Agency

Date

Marc S. Gonzales

Finance Director

Name/Title

Approved as to Form:

Steven A. Wolf by email
Assistant Attorney General

December 13, 2011
Date

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY GRANT PROGRAM – CFDA # 97.073**

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	Training	GRANT NO:	# 11-213
SUBGRANTEE:	Clackamas County Emergency Management	FEDERAL AWARD:	\$35,000
ADDRESS:	2200 Kaen Rd Oregon City, OR 97045	AWARD PERIOD:	1/1/12 thru 12/31/13
PROGRAM CONTACT:	Sarah Stegmuller Eckman sarahste@co.clackamas.or.us	TELEPHONE:	(503) 650-3381
FISCAL CONTACT:	Marc Gonzales marcgon@co.clackamas.or.us	TELEPHONE:	(503) 742-5405

BUDGET

Training (ODP-approved)	<u>\$35,000</u>
Total	\$35,000

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- c. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
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L. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this Agreement.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this Agreement.

The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this Agreement.

- M. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.
- N. Copyright. If this Agreement or any program funded by this Agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which the Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
- O. Governing Law; Venue; Consent to Jurisdiction.
1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Subgrantee, by execution of this agreement, consents to the exclusive jurisdiction of said court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
 2. Notwithstanding Section 2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- P. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- Q. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- R. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.G (Administrative Requirements, Retention and Access to Records, and Audits); Section II.H (Procurement Standards); Section II.I (Property/Equipment Management and Records Control, and Retention of Records); Section II.K (Reports); and Section II.L (Indemnification).
- S. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- T. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying* (http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Part 31.2.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5. U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
- D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.
1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Nondiscrimination Regulation 44 CFR Part 7;
 - b. Title II of the Americans with Disabilities Act (ADA) of 1990.In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.
 2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. The Subgrantee must maintain a current copy on file.
 3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act (44 CFR Part 10)
 - b. National Historic Preservation Act,
 - c. Endangered Species Act, and
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. **The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater.** The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements. The Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.

1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
 - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.
2. You must identify all known workplaces under your Federal awards.

Additional information can be referenced at: http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfrv1_08.html.

G. Classified National Security Information. No funding under this award shall be used to support a contract, subaward or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

H. Human Trafficking. The Subgrantee, employees, contractors and subrecipients under this award and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate unilaterally is in addition to all other remedies under this award. The Subgrantee must include these requirements in any subaward made to public or private entities.

IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Homeland Security Grant Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

V. Termination of Agreement

OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

- A. A reduction in federal funds which are the basis for this Agreement.
- B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.

VI. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other Agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

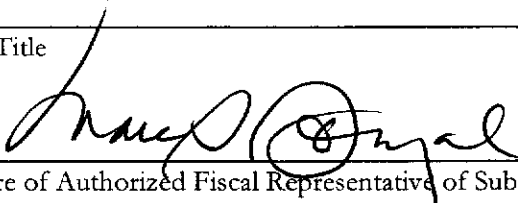
John L. Lewis, Plans and Training Section Director
 Oregon Military Department
 Office of Emergency Management
 PO Box 14370
 Salem, OR 97309-5062

Date

Signature of Authorized Subgrantee Official

Date

Name/Title



3/22/12

Signature of Authorized Fiscal Representative of Subgrantee Agency

Date

Marc S. Gonzales Finance Director

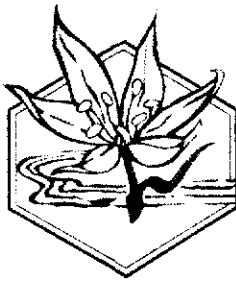
Name/Title

Approved as to Form:

Steven A. Wolf by email
 Assistant Attorney General

December 13, 2011

Date



**NORTH
CLACKAMAS**
PARKS & RECREATION
DISTRICT

 **COPY**

April 12, 2012

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

Members of the Board:

Approval of Trillium Creek Park as the New Name for the Anderegg Property

North Clackamas Parks and Recreation District (NCPRD) and the City of Damascus have developed a neighborhood park concept plan for 1.4 acres of the NCPRD owned Anderegg property (attached, Final Concept Plan).

NCPRD initiated a process to name the park, in anticipation of future park development. Staff followed the NCPRD policy for naming parks and facilities. Residents of the District were invited to submit names via a press release, notice on the NCPRD and City of Damascus web sites, the City of Damascus newsletter, and NCPRD and Clackamas County Facebook pages. Nominations were also received at two community open houses in January and February, 2012.


An ad hoc naming committee including an NCPRD Advisory Board member, NCPRD staff, WES staff, and City of Damascus staff, and others, considered public comment and all nominated names. The committee received three park name nominations through the above process: Trillium Creek Park, Trillium Neighborhood Park, and Anderegg Park.

The committee recommends naming the future park Trillium Creek Park. This name is widely supported by the community, was recommended by a member of the neighborhood, and fits with the natural topography and location of the site. Trillium Creek runs within the larger Anderegg property, is a tributary of Rock Creek and the Clackamas River, and provides important habitat for fish. The NCPRD Advisory Board (DAB) reviewed the name at their March 14, 2012 meeting and agrees with the recommendation of the ad-hoc naming committee.

RECOMMENDATION:

Staff and the NCPRD Advisory Board respectfully recommend that the Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve the future park to be named Trillium Creek Park.

Sincerely,


Gary Barth
Director

For information on this issue or copies of attachments please contact Katie Dunham at 503-742-4358

www.co.clackamas.or.us/ncprd

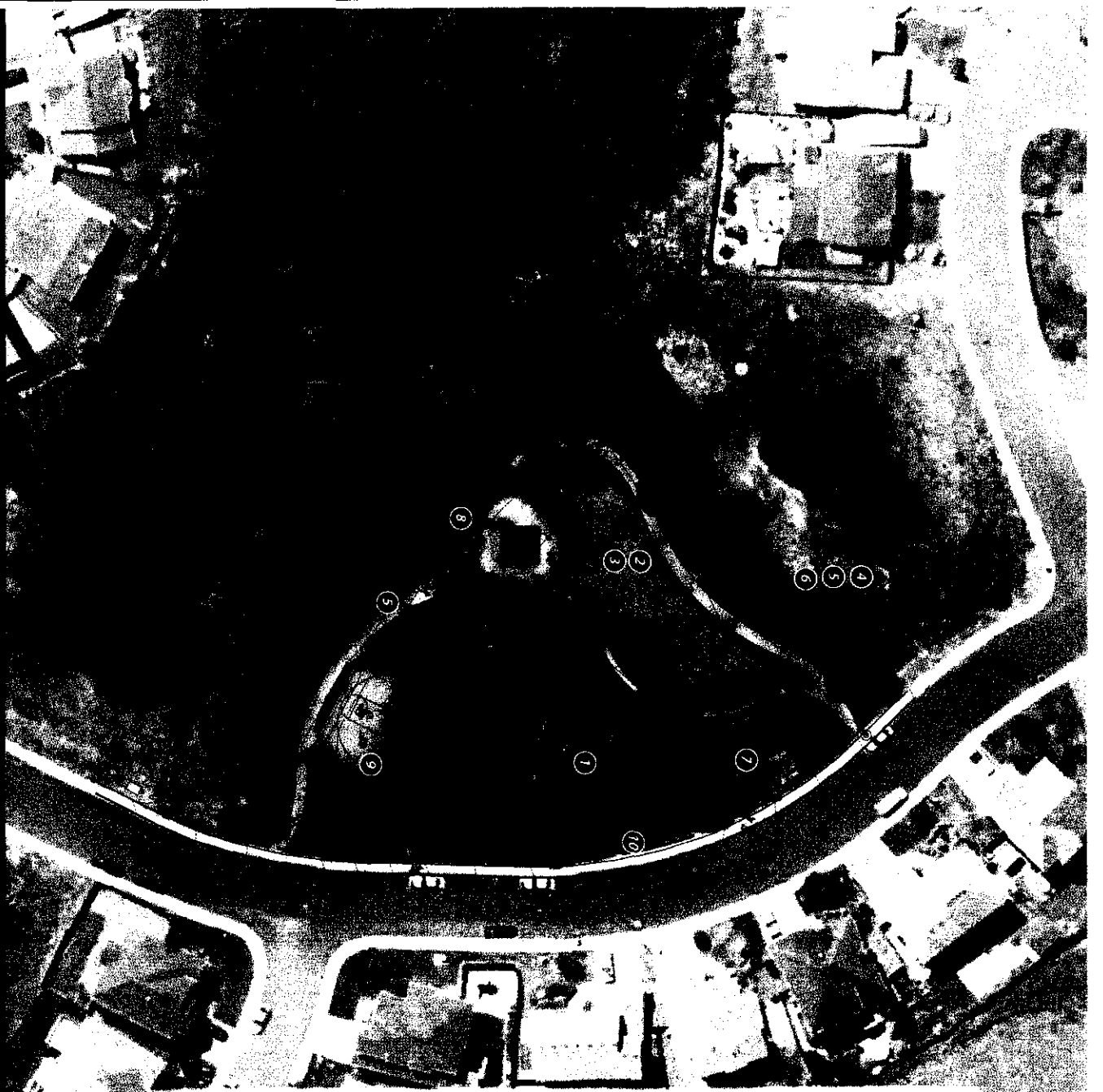
Administration Office
150 Beaver Creek Road
Oregon City OR 97045
503-742-4348
fax 503-742-4349

Aquatic & Recreation Services
7300 SE Harmony Road
Milwaukie, OR 97222
503-794-8080
fax 503-794-8085

Milwaukie Center
5440 SE Kellogg Creek Drive
Milwaukie, OR 97222
503-653-8100
fax 503-794-8016

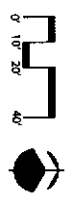
Parks Maintenance Office
9909 SE 40th Avenue
Milwaukie, OR 97222
503-794-8030
fax 503-794-8087

*A service district
of Clackamas County*



Legend

- 1** Open Lawn
- 2** Playground
- 3** Playground Feature- Mound with Embankment Slide with Safety Surfacing
- 4** Park Entry Sign
- 5** Primary Walking Path
- 6** Secondary Pathway
- 7** Bike Racks and Seating along Secondary Path
- 8** Picnic Area Structure w/ 4 Picnic Tables
- 9** Sports Court sunken below Lawn
- 10** Landscape Buffer along Anderegg Parkway

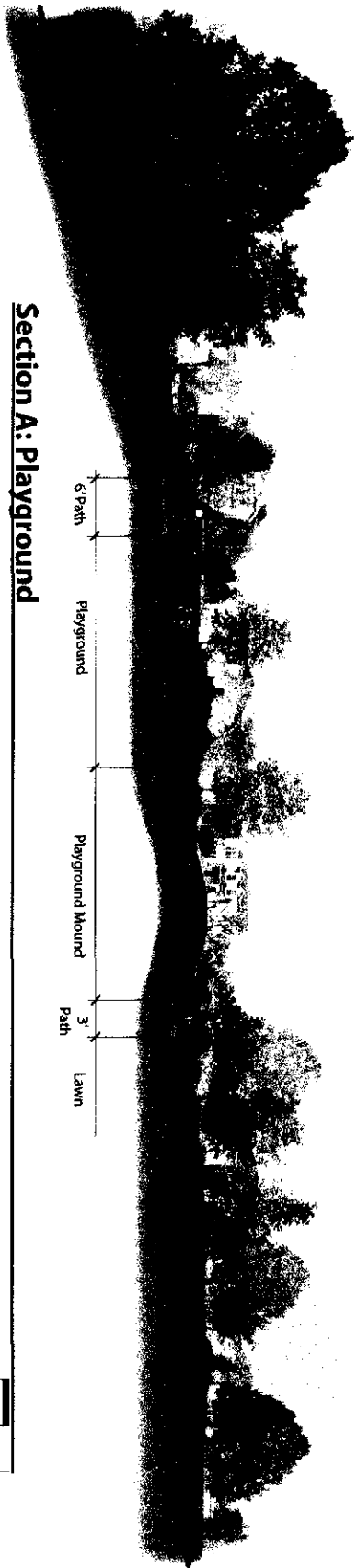


Final Concept Plan

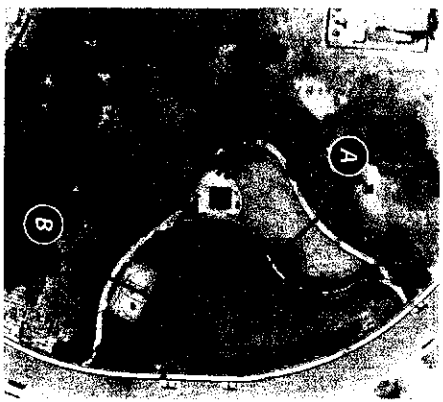


March 21, 2012

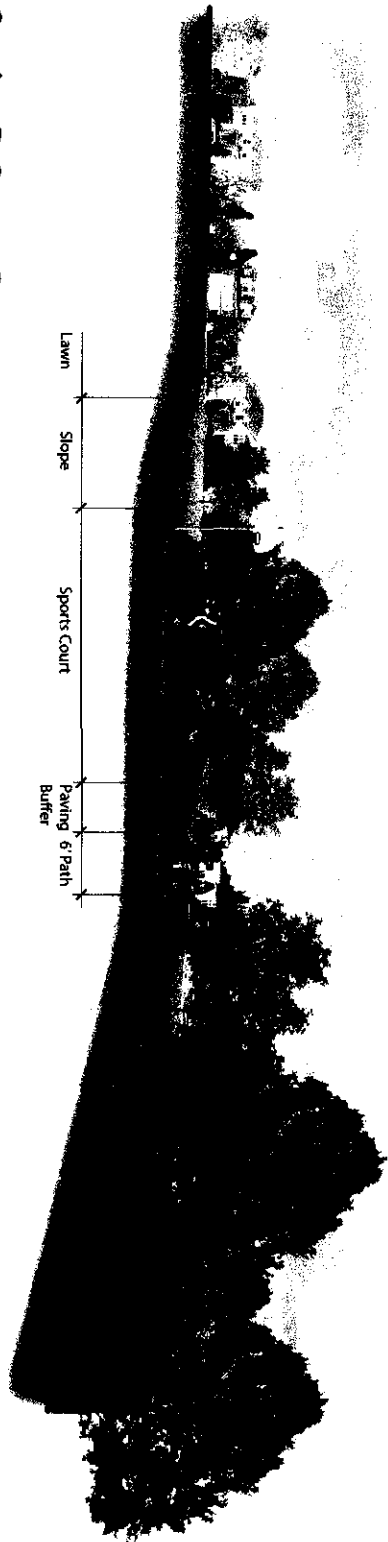




Section A: Playground



Section B: Sports Court



Site Sections



March 21, 2012

GREENWORKS