

# AGENDA

**\*Revised**

Added Covid.1, F.1, F.2, V.1

**Thursday, April 15, 2021 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2021-17

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\*Wild Fire Updates**

**\*\*\*Ice Storm Updates**

**\*\*\*COVID-19 Updates**

- \*1. Letter to Congressional Delegation.

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval to execute Amendment #1 to the contract between Housing Authority of Clackamas County and Do Good Multnomah for case management of homeless individuals and families participating in the “Metro 300” program. Total contract value increasing by \$75,000 funding through Health Share of Oregon. No general funds involved. – HACC

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

1. National Public Safety Telecommunicator Week Proclamation (Cheryl Bledsoe, Emergency Communication)
2. April is Child Abuse Prevention Month (Rod Cook, Health, Housing & Human Services)

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

1. Second Reading of Ordinance No. 01-2021 Amending Chapter 10.03, Determination of Waste Management Fees (Dan Johnson, Department of Transportation and Development) – First reading 4/1/2021

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

**A. Department of Transportation & Development**

1. Approval of contract with the Oregon Department of Transportation – Transportation Safety Division for the purposes of ODOT-TSD – Safe Communities Grant Renewal. Contract Maximum of \$54,550 and grant match requirement is 40% and will be met with staff time.

**B. Public and Government Affairs**

1. Approval of Board Orders for Transfer Control of the Parent Company of Wave Division VII, LLC, Radiate Holdings, L.P. Franchises in Sandy, and Canby/Molalla. No funds are involved.

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Disaster Management**

1. Approval to Apply for State Homeland Security Grant FY21 Funding. Application guarantees \$139,712.12 and competitive grants of up to \$652,807.88. No general Funds.

**E. Juvenile Department**

1. Approval of an Intergovernmental Agreement with Portland State University for Reclaiming Futures License. There is a \$180,000 license cost, with a \$140,000 from Clackamas County Juvenile Department (currently budgeted) and \$40,000 of a one-time external grant match to be paid with grant funds to Portland State University. This will include general funds.

**\*F. Business & Community Services**

- \*1. Joint Permit Application for Oregon Department Fish and Wildlife Eagle Fern Weir Removal Project. County Parks will pay \$960 toward the weir removal project. All remaining project costs of the \$129,000 project are being paid for by other parties. This is not general funds.
- \*2. Memorandum of Understanding between Oregon Department of Fish and Wildlife and Clackamas County for the Eagle Fern Weir Removal Project. County Parks will pay \$960 toward the weir removal project. All remaining project costs of the \$129,000 project are being paid for by other parties. This is not general funds.

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

- \*1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Construction Management Services for the D-Street Road Improvement Project. The contract amount is \$354,800 funded through the North Clackamas Revitalization Area Urban Renewal District. No general funds involved.

**VI. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

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



April 15, 2021

The Honorable Ron Wyden  
221 Dirksen Senate Office Building  
Washington, D.C. 20510

The Honorable Jeffery Merkley  
313 Hart Senate Office Building  
Washington, D.C. 20510

The Honorable Earl Blumenauer  
1111 Longworth House Office Building  
Washington, D.C. 20515

The Honorable Kurt Schrader  
2431 Rayburn House Office Building  
Washington, D.C. 20515

Dear Senators Wyden and Merkley and Representatives Blumenauer and Schrader:

We would like to amplify the State of Oregon's request for increased vaccine allocations that was submitted to the Biden Administration in early April. Positive COVID-19 cases are rising in Clackamas County and businesses are now going through another round of reducing capacity. We know the COVID-19 vaccine is the way to beat this disease and bring our community back to health.

Oregon has the lowest hospital capacity per capita in the nation according to a Kaiser Family Foundation study. To ensure our hospital systems were not overwhelmed, we followed strict public health guidance and restrictions throughout the course of the pandemic. Because of the sacrifices made by our residents, Oregon has maintained some of the lowest case counts and death from COVID-19 in the nation. We feel that we are being penalized for our efforts and sacrifices when it comes to vaccine allocations to Oregon. Therefore, we join the [State of Oregon in "raising a ruckus"](#) in the inadequate amount of vaccine supply coming into our state.

Oregon needs vaccination allocations to reflect that we have less hospital beds per capita compared to other states. When case counts increase the spread of the disease increases in our community and puts individuals at high risk of severe illness, hospitalization, and even death. We request that you do everything in your power to ensure Oregon is receiving enough vaccine in a timely period to keep people out of the hospital. Please ensure that our residents and businesses in Clackamas County who have lost so much through three disasters within 11 months are prioritized when the White House determines vaccine allocations and timelines for Oregon.

April 15, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute Amendment #1 to the contract between Housing Authority of Clackamas County and Do Good Multnomah for case management of homeless individuals and families participating in the “Metro 300” program

<b>Purpose/Outcomes</b>	Approval to execute Amendment #1 to the contract between Housing Authority of Clackamas County and Do Good Multnomah for case management of homeless individuals and families participating in the “Metro 300” program
<b>Dollar Amount and Fiscal Impact</b>	Total contract value increasing by \$75,000
<b>Funding Source</b>	Health Share of Oregon
<b>Duration</b>	April 15 - June 30, 2021
<b>Previous Board Action</b>	Health Share Grant Agreement approved by HACC Board February 27, 2020
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure safe, healthy and secure communities</li> <li>2. Build public trust through good government</li> </ol>
<b>Counsel Review</b>	Andrew Naylor, February 17, 2021
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 502-9278
<b>Contract No.</b>	Contract No. 10090

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department is requesting approval to execute Amendment #1 to the contract between HACC and Do Good Multnomah, for case management services of forty (40) additional families who are experiencing homelessness and have a disabling health condition, through the Health Share of Oregon Pilot Rent Assistance Program referred to as “Metro 300.”

The Grant Agreement with Health Share to administer a pilot rent assistance housing program “Metro 300” was approved and executed by the HACC Board on February 27, 2020. The original agreement totaled \$1,333,333, to serve 80 homeless households with rent assistance for one (1) year. The agreement required HACC to contract for case management services to assist families in finding and maintaining housing while working to increase their income. Do Good Multnomah has been successful in meeting the goals of the program. Families referred to the Metro 300 program are homeless, medically vulnerable and often come with high rental barriers. Do Good Multnomah has been successful in housing 67 individuals and families and 13 are working on placements, which meets our goal of housing eighty (80) vulnerable homeless residents of Clackamas County.

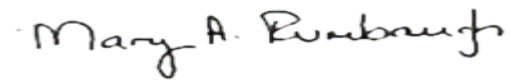
The grant has funds remaining at the end of its term, so HACC negotiated to use the remaining grant funds to serve an additional 40 homeless households by July 1, 2021. Given the aggressive goal is less than 3 months, it requires Do Good Multnomah to increase staffing in the short term. Also, Do Good Multnomah is familiar with the program, eligibility, screening criteria and working with all the partners to get these vulnerable folks housed.

For those households not yet ready to graduate off of assistance, we hope to transition them into the new Supportive Housing Services Program known as the Regional Long-Term Rental Assistance (RLRA) program if they require assistance on a more long term basis.

**RECOMMENDATION:**

Staff recommends that the Board approve the Contract Amendment between Do Good Multnomah and HACC and authorize Commissioner Tootie Smith, Chair to sign the amendment.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary A. Rumbaugh". The signature is written in a cursive style with a horizontal line through the middle of the letters.

*For Rod Cook*  
Rodney Cook, Interim Director  
Health, Housing and Human Services

## First Amendment to Agency Services Agreement between Housing Authority of Clackamas County and Do Good Multnomah

This Amendment #1 is entered into between Housing Authority of Clackamas County, a public corporation organized under ORS Chapter 456 ("HACC") and Do Good Multnomah ("Do Good") and shall become part of the contract No. 10090 ("Agreement") entered into by and between the parties on April 8, 2020.

The Purpose of this Amendment #1 is to make the following changes to the Agreement:

**1. Section 2, SCOPE OF COOPERATION, is hereby amended to add the following additional Work:**

**A. Do Good agrees to:**

1. Perform the Work described in Exhibit A (revised) of this Agreement ("Scope of Work")
2. Provide full-time case management to participants of Metro 300, further described in Exhibit B (revised) of this Agreement ("Metro 300 Description")
3. Work in partnership with the Coordinated Housing Access and Housing Authority of Clackamas County
4. Submit monthly invoices to HACC for payment of services delivered

**2. Section 3, Terms of Agreement, is hereby amended as follows:**

The term of this Agreement is extended from March 31, 2021, to **June 30, 2021**.

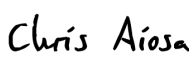
**3. Section 4, Budget and Financial, is hereby amended as follows:** HACC agrees to pay Do Good, for the additional Work authorized under this Amendment #1, a sum not to exceed \$75,000.00.

ORIGINAL CONTRACT	\$ 50,000.00
<b>AMENDMENT #1</b>	<b>\$ 75,000.00</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 125,000.00</b>

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**  
 Commissioner Tootie Smith, Chair  
 Commissioner Sonya Fischer  
 Commissioner Mark Shull  
 Commissioner Paul Savas  
 Commissioner Martha Schrader  
 Resident Commissioner Ann Leenstra

**Do Good Multnomah**

DocuSigned by:  
  
 Executive Director  
 BAFB65634A97417...

\_\_\_\_\_  
Commissioner Tootie Smith, Chair

\_\_\_\_\_  
Chris Aiosa, Executive Director

3/30/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**  
**Scope of Services**

**A. Under this Agreement the responsibilities of Do Good shall be as follows:**

1. Provide supportive services for up to one hundred twenty (120) households. Do Good staff will be part of a team of additional case managers serving one hundred twenty households.
2. Work with HACC to allow participant to obtain and maintain housing with service connections.
3. Provide for the staffing and supervision of a Case Manager for the Metro 300 grant.
4. Housing search and placement services
5. Metro 300 services to include:
  - a. HMIS intake, annual, and exit paperwork and data entry requirements
  - b. Help clients complete all required documentation for the program.
  - c. Refer people qualified to receive metro 300 assistance and provide them with case management that includes housing placement and ongoing stabilization services as needed.
  - d. Provide housing search and placement services and housing stabilization services to qualified referred clients (some referrals may not come with case management). Housing must pass Housing Quality Standards and must be affordable given the tenant's income and the Housing Authority's payment standards and utility allowances.
  - e. Participate in regular meetings with partners and HACC to share updates, successes and challenges and work to provide a coordinated system.
  - f. Provide mediation between the property management, landlord or owner and the tenant that will help stabilize their relationship and maintain stable housing for the household.
  - g. Provide interpretation services between the Housing Authority and the client.
  - h. Help successful placements to access services as needed on an individual basis.
  - i. Ensure all referrals understand that they are receiving limited 12 months of rent assistance and help them to identify income and the potential to transition zero assistance after receiving 12 full months of rent assistance.
  - j. Work closely with landlords to stabilize participants as needed, act as a direct contact for the landlord at the time of move in and ongoing in case of challenges.
6. The primary source of participants will be screened and referred through the H3S Coordinated Housing Access (CHA). Work with CHA and HACC to help identify candidates that should be referred to the Metro 300 program.
7. Participate in Metro 300 team staffing meetings.
8. Provide appropriate documentation of program participation and material for payment requests.



**Exhibit B**  
**Metro 300 Program Description**

**1. Program Description**

The Metro 300 Grant is designed to provide funding to each of the three counties in the Portland metro area with the goal of housing 300 qualifying seniors in the region within 4 months of execution of this Agreement. The funding originates from the Metro 300 Grant to Health Share on behalf of the Regional Supportive Housing Impact Fund (RSHIF). Health Share is administering the grants in collaboration with Kaiser and the three counties.

Under the Grant Agreement between HACC and Healthshare, HACC will strive to house 120 households during the 2020-21 calendar year within Clackamas Counties. This number may be adjusted with the written consent of Health Share.

Participants housed using funds granted pursuant to this Agreement must meet the following criteria:

- A member of the household must be age 50 or above and homeless. Homeless is defined as “literally homeless” using the HUD definition, with the following exceptions:
  - No restriction on 90 or more days in an institution,
  - No restriction on those fleeing domestic violence, and
- One or more disabling conditions and/or referral from one or more systems of care/institutions. These may include, but are not limited to, the Recuperative Care Program (RCP), Assertive Community Treatment (ACT), hospital, Skilled Nursing Facility (SNF), Coordinated Entry/Coordinated Access waitlists, Federally Qualified Health Centers, or Warming shelters.

Note: those participants who are chronically homeless at entry into this rapid rehousing program will maintain their chronic homeless status (and thus their eligibility for permanent supportive housing units should they become available).

**2. Program Services**

HACC will utilize grant funding to house qualifying individuals. Project funding can be deployed flexibly to deliver anything necessary for qualifying individuals for housing stability, including barrier reduction, housing location and move-in supports, supportive services, rapid rehousing and rent assistance, housing search assistance, and ongoing resident services focused on housing stabilization.

While HACC can leverage and braid this flexible funding with other sources, the expectation is that the Kaiser Permanente funds will, to the extent possible, serve those qualifying individuals who otherwise would remain unhoused, and the grant funds shall not be used to replace other funding.

In Clackamas County, the project will work closely with existing partners for referrals. These partners include Continuum of Care providers, Law Enforcement Assisted Diversion Program (LEAD), Better Outcome through Bridges (BOB), Health Centers and Oregon Human Development Corporation (Oregon HDC). Efforts are also already underway to partner in new and different ways for this population with the Health, Housing and Human Services Department (H3S).

All participants shall be asked to complete an HMIS Entry form so that client data can be tracked and seen by the referring agency, any third-party housing search agency, and the county lead agency to monitor progress with service connections, housing stability and income. Each county will strive to ensure program participants receive housing search and placement support along with retention services focused on housing stabilization, based on individual need.

**3. Program Reporting**

Each county will manage and track the grant funding, which will provide housing financial assistance for each qualifying individual based on their individualized housing plan. HACC will monitor and report progress to an oversight committee that will include representatives from Health Share, Kaiser

Permanente, and the each of the three Counties. Summary reports will be produced by HACC using a standard HMIS reporting template submitted to Health Share monthly and will include:

- Number of qualifying individuals housed in the previous month
- Number of qualifying individuals in housing search (i.e., have been referred/entered but not yet housed)
- Standard demographics in HMIS report (race, ethnicity, gender, age categories)
- Total number of qualifying individuals housed since project launch
- Referral source breakdown for all qualifying individuals served to date
- Housing placement breakdown for all qualifying individuals served to date using HMIS standard categories

On a quarterly basis, and to the extent permitted by applicable law, HACC will submit individually identified data to Health Share that includes, at a minimum, the following fields:

- Client name (first, last)
- Client date of birth
- Standard demographics in HMIS report (race, ethnicity, gender, age categories)
- Date housed
- Referral source (e.g. hospital, emergency department, RCP, shelters, etc.)
- Housing placement type using HMIS standard categories

Prior to the release of the second and third payments, HACC shall have submitted all reports due, and a financial report, in a form acceptable to Health Share, that includes amounts spent to date, any amount committed but not yet spent, and any remaining unallocated funds. Spending will be broken down, at a minimum, in the following categories: Personnel, Rental Assistance, Barrier Removal and Administrative Fee. This report will be submitted to Health Share and after review will be submitted by Health Share to Kaiser. Following satisfactory review of this report by Kaiser, Kaiser will issue the next payment to Health Share for distribution to the Counties.

#### **4. Evaluation**

Grantee acknowledges that Health Share and/or Kaiser may hire a third party to evaluate the effectiveness of Metro 300, or associated projects. Grantee explicitly grants Health Share and Kaiser each a license to use and disclose data generated or reported in support of this Agreement to third parties solely for the purposes of performing this evaluation and consistent with the Confidentiality provisions in the Agreement. Grantee also explicitly grants permission for Health Share, Kaiser, and any third party evaluator to publicize the results of any evaluation, so long as those results only contain aggregate or de-identified data, and consistent with academic and scientific research standards publish any findings.

Grantee will collaborate with Health Share, Kaiser, and the third party evaluator and take reasonable necessary steps to acquire effective consents from qualifying individuals to use and disclose any sensitive or personally identifying information necessary to support Metro 300 and associated evaluation(s). Grantee will acquire approval from Health Share prior to instituting any consent or authorization forms associated with this program. If requested Grantee shall execute data sharing agreements to facilitate the evaluation of Metro 300 and disseminate findings.

No information which could identify an individual will be included in any public reports generated.



**Cheryl Bledsoe, Director  
Department of Communications**

**Communications and Emergency Operations Center**  
2200 Kaen Road, Oregon City, OR 97045

## STAFF REPORT

April 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Proclamation of April 11 - 17, 2021, as  
National Public Safety Telecommunicator Week in Clackamas County

<b>Purpose/Outcomes</b>	Recognize the important work that 9-1-1 call-takers, dispatchers, technicians, trainers, supervisors and administrators do to provide 9-1-1 services to the residents of Clackamas County.
<b>Fiscal Impact</b>	No fiscal impact
<b>Contact Person</b>	Cheryl Bledsoe (971) 284-3091

### BACKGROUND:

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all types of emergency services is 9-1-1. The local and county emergency communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

Clackamas 911 Communications, known as C-COM, is celebrating the second full week of April (April 11-17, 2019) as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually since 1981, honors the thousands of men and women who respond to emergency calls, dispatch public safety responders, and render life-saving assistance to the residents of Clackamas County.

This past year, C-COM answered 283,161 9-1-1 calls and non-emergency calls for residents in our jurisdiction and navigated text response for 372 separate incidents. 2020 was a year like no other in emergency services. Our employees worked tirelessly through a pandemic, evacuated our facility for 14 days due to local wildfires and made our way to work in an epic ice storm, but at all times, provided continuous call-taking and emergency dispatching to our community.

We presently have 27 certified dispatchers, 5 certified call-takers, 5 trainees, 5 supervisors, 3 training & quality improvement coordinators, 4 technicians and 3.75 administrative staff who staff and support C-COM.

### RECOMMENDATION:

C-COM Staff recommends approval of the attached proclamation to honor and celebrate the important work that public safety telecommunicators do every day to support public safety responders and save the lives of residents in our area.

Sincerely,  
Cheryl Bledsoe,  
C-COM Director

## **Proclaiming April 11-17th, 2021 as National Public Safety Telecommunicators Week in Clackamas County**

**WHEREAS** emergencies can occur at any time that require police, fire or emergency medical services within Clackamas County; and,

**WHEREAS** when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from residents who call Clackamas County 9-1-1 Communications; and,

**WHEREAS** Public Safety Telecommunicators are the first and most critical contact our residents have with emergency services; and,

**WHEREAS** Public Safety Telecommunicators of Clackamas County provide life-saving information, deliver babies and provide CPR instructions to bystanders who may have never been trained, and,

**WHEREAS** each employee has exhibited compassion, understanding and professionalism during the performance of their job, and

**WHEREAS**, this past year provided significant challenges as 911 employees navigated response through a global pandemic, local wildfires that both threatened their homes personally and caused 911 operations to evacuate to alternate locations and stayed on-site through a significant ice storm & power outages;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that the Clackamas County Board of Commissioners declares April 11-17, 2021, to be National Public Safety Telecommunicators Week in Clackamas County, in honor of the first responders whose diligence and professionalism keep our county and residents safe.

We encourage all residents to join us in celebrating the commitment and courage that 9-1-1 call-takers, dispatchers and support staff exhibit daily in their service to the residents of Clackamas County.

**Dated** this 15<sup>th</sup> day of April, 2021.

### **CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Tootie Smith  
Chair

Sonya Fischer  
Commissioner

Martha Schrader  
Commissioner

Paul Savas  
Commissioner

Mark Shull  
Commissioner

April 15, 2021

Board of Commissioners  
Clackamas County

Presentation  
April is Child Abuse Prevention Month

<b>Purpose/Outcomes</b>	High level 10-15 Presentation and briefing about the status of child abuse and neglect in the County, state and nationally. This includes the effects of COVID-19 on the problem and ideas for action.
<b>Dollar Amount and Fiscal Impact</b>	No fiscal impact to the County – the intent is to educate and increase awareness of the issue and to encourage communities to take action to prevent child abuse and neglect.
<b>Funding Source</b>	N/A
<b>Duration</b>	April is dedicated to Child Abuse Prevention, but programming occurs throughout the year.
<b>Previous Board Action</b>	The Board has supported and promoted Child Abuse Prevention Month and highlighted programs that serve these vulnerable children.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dr. Adam Freer, Director Children, Youth & Families Division 971-533-4929
<b>Contract No.</b>	N/A

**BACKGROUND:**

Preventing child abuse and neglect is a community responsibility that depends on involvement from citizens throughout the community. According to the Child Welfare Data Book 2019 prepared by Oregon Department of Human Services:

- In Oregon, there were **13,674** confirmed child victims of abuse/neglect in 2019.
- There were **543** child victims of abuse/neglect in Clackamas County in 2019.
  - ❖ 80% - Threat of Harm
  - ❖ 73% - Involved Neglect
  - ❖ 17% - Physical Abuse
  - ❖ 13% - Sexual Abuse
  - ❖ 4% - Mental Injury
  - ❖ Many children suffer more than one type of abuse

Unfortunately, the child abuse rate in Clackamas County has been increasing over the past three years, and we must come together to strengthen our efforts to reduce the incidence of child abuse. We know that stay-at-home orders and health and safety recommendations related to the pandemic have changed life this past year for all of our community, deeply impacting families and children. While we won't know the true impact for some time, many experts believe this has created a spike in child abuse. This is due

*Healthy Families. Strong Communities.*

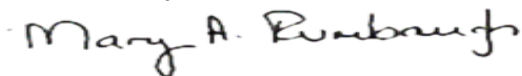
to a combination of increased family stressors, increased exposure to abusers and increased social isolation. Reports of child abuse have actually decreased during the pandemic, but this is attributed to decreased contact with mandatory reporters, such as teachers. However, we do not yet know truly know what the impact of the pandemic on child abuse in our community will be.<sup>1</sup> Continuing to support and recognize our important work in preventing child abuse is a priority now more than it ever has been before.

Whether suffering neglect, harsh physical punishment, threat of harm, sexual abuse, or psychological trauma, the children who survive carry the scars of their abuse for the rest of their lives. Research shows that in addition to the direct damage caused to children, child abuse/neglect can impact their health and well-being in the long term by increasing risk behaviors such as substance abuse, academic failure, and criminal activity, and can result in serious health problems such as heart disease and obesity.

**RECOMMENDATION:**

We respectfully request that the Board recognize April as Child Abuse Prevention Month and we call upon all Clackamas County citizens to observe Child Abuse Prevention month by recognizing those who work every day to keep our children safe, and by taking action to make our communities healthy places for children to grow and thrive.

Respectfully submitted,



*For Rod Cook*  
Rodney A. Cook, Interim Director  
Health, Housing & Human Services

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<sup>1</sup> Firth, S. & Hlavinka, E. (Dec 23, 2020). What has COVID-19 Done to Child Welfare? MedPage Today. Retrieved 3.30.21 from <https://www.medpagetoday.com/special-reports/exclusives/90394>.

# Child Abuse Prevention Month



APRIL IS NATIONAL  
**CHILD ABUSE**  
PREVENTION MONTH

April 15, 2021

***Children Family &  
Community Connections  
(CFCC) Division of H3S***

Dr. Adam Freer, Director  
Chelsea Hamilton, Sr. Program  
Planner

# Clackamas County Facts

In Clackamas County for 2019 there were:

**543** substantiated cases of child abuse/neglect  
1 for each confirmed case of abuse/neglect last year

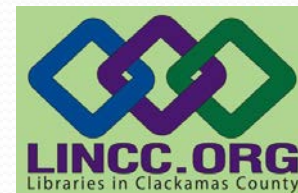
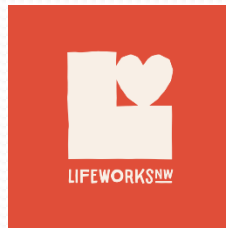




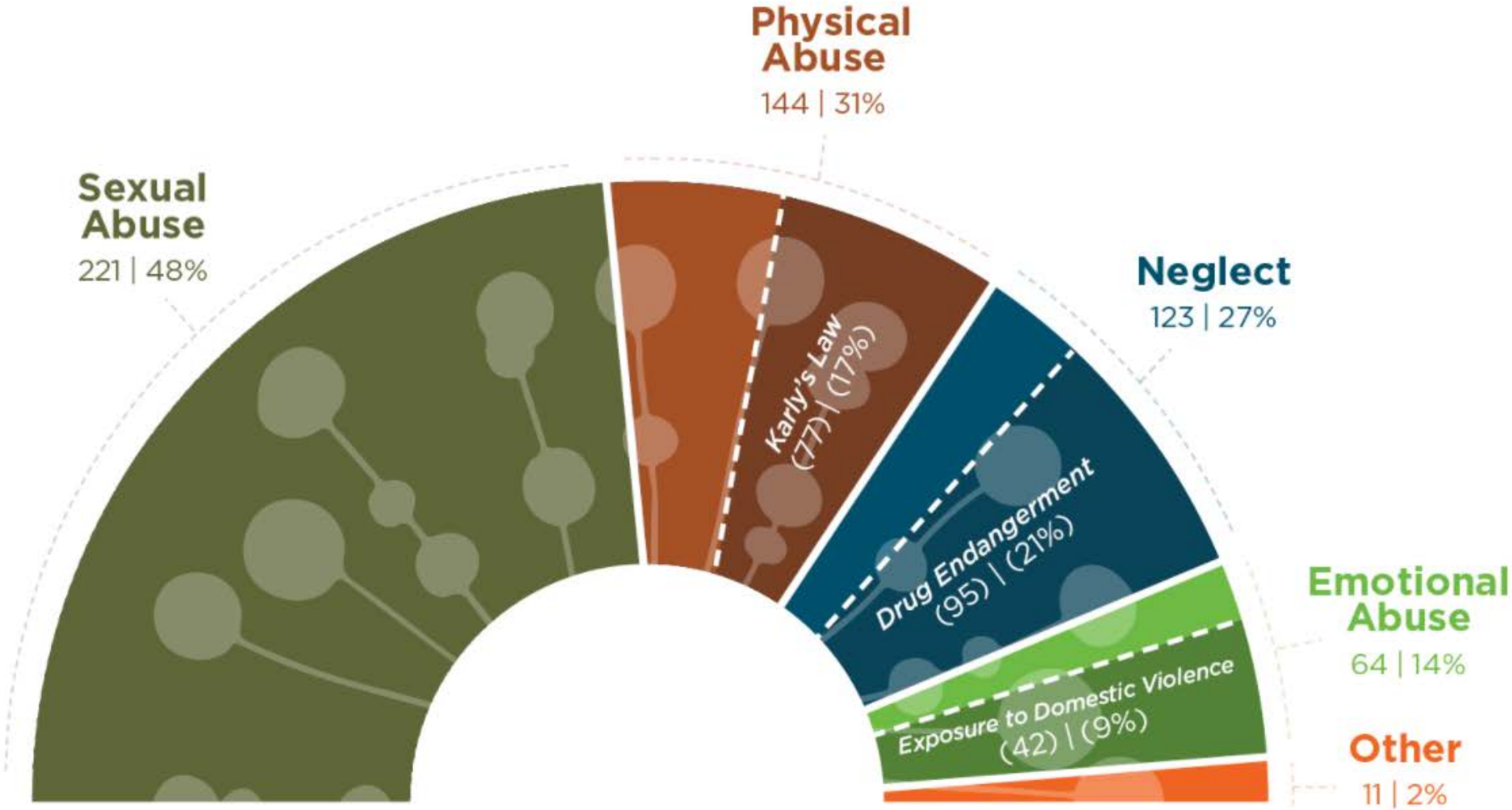
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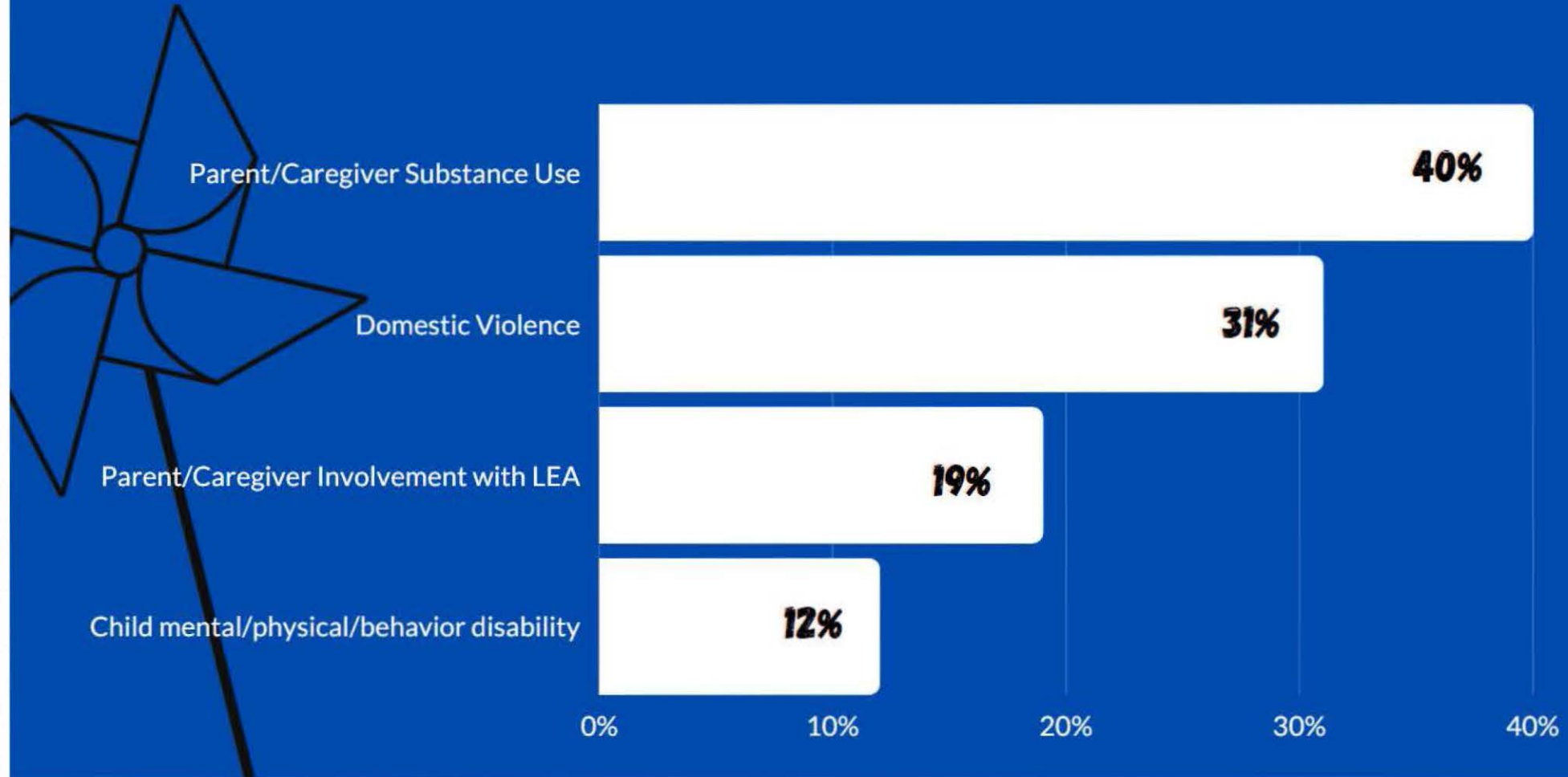
# Clackamas County Prevention Programs



# Reason for Referral to The Children's Center – FY18

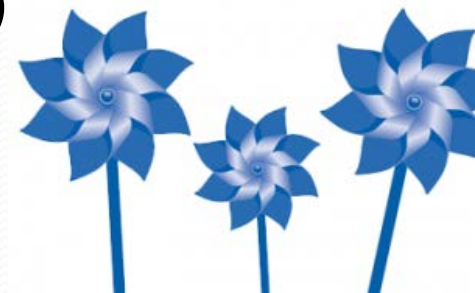


# LEADING FAMILY STRESS FACTORS CONNECTED TO ABUSE AND NEGLECT



# COVID-19 and Child Abuse and Neglect

- **Full impacts of pandemic still unclear - data not yet available**
- **Reports of abuse/neglect have generally decreased, however...**
- **Many experts believe instances are most likely increasing during pandemic shutdown due to:**
  - Increased family stressors (finances, sickness/death, social isolation, natural disasters, etc.)
  - Decreased social supports
  - Increased exposure to abusers
  - Decreased visibility and exposure to mandatory reporters (such as teachers)



# Looking To The Future

- **Key Resource:** *Prevention Resource Guide 2021-22*, U.S. Dept of Health & Human Services
- Major shift in approach to child welfare towards prevention (away from removal)
  - Federal **Family First Prevention Services Act of 2018**.
  - Oregon submitted a 5-year plan in Feb 2021 – under review
- Evidence has shown that prevention of child abuse relies on several core **protective factors**:
  - Enhanced social connections
  - Quality child care
  - Stable employment at a livable wage
  - Access to health insurance
  - Services that reduce stress



# Learn More & Get Involved!

April is National Child Abuse Prevention Month



**JOIN US**

**PLANTING PINWHEELS FOR PREVENTION**

**April 17th from 11 am - 1 pm**

**Sandy Public Library** - 38980 Proctor Blvd Sandy \*

**Estacada Public Library** - 825 NW Wade St Estacada

**Canby Public Library** - 220 NE 2nd Ave, Canby \*

**Molalla Elementary School** - 910 Toliver Rd, Molalla

Sandy/Canby walk-up only \* Molalla/Estacada walk up and drive-thru

Bring your family and join us for children's activities, raffle giveaways, goodie bags, resources and get your very own pinwheel to plant for Child Abuse Prevention month! Todos Juntos staff will be outside at each of the locations with activities and resources. Come check us out and enjoy a Saturday with us!



**THURSDAY APRIL 15TH @ 6:30PM**

## **PINWHEELS FOR PREVENTION**

Parents and caregivers are invited to our free virtual workshop. Come learn guidelines for healthy touch and safe, respectful ways to interact with children at home and in youth serving settings.

[www.ClackamasParenting.com](http://www.ClackamasParenting.com)





**DAN JOHNSON**  
DIRECTOR

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

April 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Second Reading of Ordinance No. 01-2021 Amending Chapter 10.03,  
Determination of Waste Management Fees**

<b>Purpose/Outcomes</b>	Amend County Code Chapter 10.03 regarding determination of waste management fees.
<b>Dollar Amount and Fiscal Impact</b>	There are limited direct financial implications as a result of adopting or rejecting the proposed code amendment as presented in the Ordinance. If adopted, there would be staff time related to outreach when the fees are adjusted under the Ordinance, and costs related to using the contracted accounting firm to review the fee reduction at implementation.
<b>Funding Source</b>	Additional costs would be funded by solid waste franchise fees. No general funds would be used for these costs.
<b>Duration</b>	Indefinitely
<b>Previous Board Action/Review</b>	Issues Session: February 23, 2021 Policy Session: March 9, 2021 1 <sup>st</sup> Public Hearing: April 1, 2021
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i> A core purpose in the Sustainability &amp; Solid Waste Program is oversight of the garbage and recycling system to ensure franchisees can provide safe, efficient and timely services.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i> Access to safe, convenient garbage and recycling services helps promote community health, livability, and responsible stewardship of natural resources. Fee reviews provide assurance that customers are provided fair value and charged a fair fee for the services they receive.</p>
<b>Counsel Review</b>	Reviewed and approved by Counsel 3-22-21 NB
<b>Contact Person</b>	Rick Winterhalter, DTD Sustainability & Solid Waste 503-742-4466
<b>Contract No.</b>	N/A



## **EXECUTIVE SUMMARY:**

On Tuesday February 22, 2021 Mr. John DiLorenzo made a presentation to the Board of Commissioners proposing an Ordinance amending County Code Chapter 10.03, Determination of Waste Management Fees. In response to Mr. DiLorenzo's presentation, the Board posed several questions and requested that staff convene the Solid Waste Commission for them to review and comment on the proposed Ordinance.

On February 25th, Mr. DiLorenzo sent a revised version of the proposed Ordinance. This version was submitted to the Solid Waste Commission for consideration on March 1, 2021, and is the code language under consideration in this first reading (Attachment 1). The Solid Waste Commission recommendation, and answers to the Board's questions were presented in a Policy Session on March 9, 2021. In the Policy Session the Board posed additional questions to staff, and moved to hold a first reading of the proposed Ordinance. The first hearing was held on April 1, 2021.

### **Background**

#### *Current Fee Review Process*

The Sustainability & Solid Waste Program of the Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of the County's nine franchised solid waste collection companies. The purpose of the review is to ensure that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. The review is used to establish the fees charged for the variety of services required by the County, to ensure a fair return to the collectors, and to ensure reasonable collection rates for the residents of Clackamas County. The review process is assisted by a contracted certified public accountant who reviews franchisee financial records, creates summaries, and provides analysis.

The County undertakes an annual fee review, coupled with annual adjustments as necessary, to keep fees and real costs aligned. The adjustments may come in the form of fee increases, maintaining or lowering fees, adding additional collection services, or a combination of these options. In this process if there is a decrease in disposal costs (which account for approximately 20% of the cost of collection) the decrease is included and considered alongside other known and measurable increases in costs (e.g.: labor, equipment, trucks). Using this model these decreases have served to offset other cost increases that would have resulted in a rate increase, and accounts for how cost decreases are passed along to customers. Using the annual review model also prevents large and unexpected increases that can result from a less frequent review.

#### *Proposed Ordinance*

The Ordinance proposed by Mr. DiLorenzo would require the Board to directly reduce its garbage and recycling collection fees to reflect, commensurately, any reduction in Metro's tip fee, if reduced by Metro or required by a court. If a reduction is ordered by a court, the ordinance requires the Board to bypass the regular fee review process, implementing the reduction as soon as reasonably practicable. If a reduction is initiated by Metro or for other reasons, the ordinance would allow the reduction to be incorporated in the regular, annual fee

review process and would allow the Board to use that reduction to offset other increased costs, in a way that ensures that the full benefit of the reduction inures to the benefit of the customers. This adjustment does not go into effect for increases in Metro's tip fees. A reduction triggered by a court order would not be as expansive as the annual rate review process which considers other elements such as the cost of labor, equipment, fuel, new services, or rate of return to collectors (allowing for rate smoothing). Under this ordinance, the annual fee review process would continue. The proposed ordinance includes an emergency clause making it effective upon adoption.

## **Clarifying Questions**

In the February 22, 2021 Issues presentation and the March 9, 2021 Policy Session the Board asked some clarifying questions. Some were answered directly by Counsel, or by Mr. DiLorenzo. Other questions, and answers from staff, are provided below.

### **Question: Has the Ordinance been discussed with the franchise holders?**

**Staff response:** The collectors have representation on the Solid Waste Commission, and they were present at the March 1, 2021 Solid Waste Commission meeting. Staff also notified the collectors, who will have an opportunity to provide public comment during Ordinance first and second readings.

### **Questions: Does this duplicate the existing annual review process? How will approving the Ordinance affect the Board's ability to review fees?**

**Staff response:** Under the ordinance if a court orders Metro to enact a reduction in the tip fee, the Board will be required to immediately adjust fees to reflect the reduction. The annual fee review, as outlined above, will continue under this ordinance, and will include, for the Board's consideration, any mid-cycle reduction implemented resulting from a court ordered reduction in Metro fees.

### **Question: What is the Solid Waste Commission's view of the proposed Ordinance?**

**Staff response:** In response to this question being raised at the February 22nd Issues session, the Solid Waste Commission was convened on March 1, 2021. The staff report for the meeting is provide as Attachment 3. The Board's discussion in its Issues session was included for the Solid Waste Commissioners to observe. Additionally, in the meeting both Mr. DiLorenzo, and Shane Abma, Senior Attorney for Metro, were in the audience and were provided the opportunity to comment. In public testimony one member of the audience provided comment via chat on Zoom.

After deliberation, the Solid Waste Commission voted unanimously 6-0-1 (with one abstention) not to recommend adoption of the Ordinance. In their deliberation, the Solid Waste Commission expressed a general consensus that:

- The County's code currently provides the Board full authority and discretion to increase or decrease fees and pass on reductions or increased costs.
- The County's fee review process is extensive, and per code it considers and passes on the benefits of reductions in costs, to customers.

### **Question: Has the County ever enacted a rate reduction?**

**Staff response:** Following the annual fee review process, which considers the full costs and saving within the system, the Board has held fees flat when Metro has decreased fees. In 2017 Metro reduced tip fees by \$1.30. In 2014 Metro reduced the tip fee by \$1.00. These reductions

were considered by the Board along with other increasing expenses. In each case the Board held the fee at previously approved levels.

**Question: Does this code amendment force the Board to respond solely to a court ordered Metro fee reduction?**

**Staff response:** The proposed amendment requires the Board to respond to any reduction in Metro's tipping fee, but treats a court-ordered reduction differently than other reductions. If a court orders a reduction in Metro's fees, the Board is required to change the Waste Management Fee Schedule. The amount of the change shall be commensurate to the court ordered reduction in Metro's fees, as soon as reasonably practicable, "...without the need to pass through the process for Determination of Waste Management Fees set forth in Clackamas County Code Section 10.03.340." Alternatively, if a reduction is initiated by Metro or for reasons other than a court order, the ordinance would allow the reduction to be incorporated into garbage and recycling fees in the regular, annual fee review process and would allow the Board to use that reduction to offset other increased costs, in a way that ensures that the reduction inures to the benefit of the customers.

**Question: Does this code amendment reduce the Board's discretion to smooth fees?**

**Staff response:** Yes. In the case of a court ordered reduction in Metro fees the Board must lower fees commensurate to the court ordered reduction. If other costs for garbage and recycling are increasing concurrently with a reduction from Metro, this amendment would increase the likelihood that a rate increase will be required in the months after a reduction. Smoothing to prevent large, unexpected, or more frequent increases is part of the existing fee review process.

**Question: The March 9 staff report and the attached letter from Metro's Counsel appear to address two different subjects. Provide a bridge between the two documents.**

**Staff response:** Mr. Abma's letter and the March 9, 2021 Policy Session worksheet address two different aspects of this proposed amendment. The Policy Session worksheet provides background and information on the content and effect of the proposed amendment to the County Code, including the Solid Waste Commission's recommendation. Mr. Abma's letter discusses some of the legal background related to the proposed Ordinance.

Additionally, clarity was requested on which transfer stations collectors can use (as noted in Mr. Abma's correspondence). Collectors are not bound to use public transfer stations. Collectors use the facility that provides the most efficient and cost effective routing. Some of the private facilities available for a select number of franchisees have higher fees than Metro. The County's collection fee uses the lower public transfer station's fee to calculate the disposal component of the residential collection fee.

**Question: If the Board rewords the proposed code amendment to allow the Board discretion (smoothing) does it negate the effort to hold Metro accountable if there is a subsidy in their disposal fee?**

**Staff response provided by County Counsel:** The Board's discretion related to establishing waste management fees appears to be a central issue in terms of whether private parties have standing to sue Metro directly. Presumably then, any revision to the code language that alters the Board's discretion over establishing waste management fees could impact related lawsuits involving these types of disputes.

This question was also addressed by Metro, including the subject of whether a subsidy is present. Metro Counsel's response is provided as Attachment 2.

**RECOMMENDATION:**

This staff report is provided as background and supplementary information as requested by the Board, based upon the February 22, 2021 direction by the Board to hold a first reading and public hearing in consideration of the proposed amendment, and this second reading on April 15, 2021.

Respectfully Submitted,

*Cheryl Bell*

Cheryl Bell

Assistant Director, Department of Transportation and Development

Attachments:

1. Ordinance No. 01-2021, an Ordinance Amending Clackamas County Code Chapter 10.03, *Solid Waste and Wastes Management*, and Declaring an Emergency
2. March 14, 2021 Response from Metro Attorney Addressing a Commissioner Question
3. Staff report for March 1, 2021 Solid Waste Commission Meeting

**Attachment 1: Ordinance No. 01-2021,  
an Ordinance Amending Clackamas County Code Chapter 10.03,  
*Solid Waste and Wastes Management*, and Declaring an Emergency**

**ORDINANCE NO. 01-2021**

**An Ordinance Amending  
Clackamas County Code Chapter 10.03, *Solid Waste and Wastes  
Management*, and Declaring an Emergency**

WHEREAS, Clackamas County is responsible for governing the collection, storage, transportation, and disposal of all solid waste and wastes with unincorporated Clackamas County and, with intergovernmental agreements, select cities; and

WHEREAS, Clackamas County grants franchises to Collection Service Franchisees granting the right and responsibility to provide Collection Services (including the collection, transportation, storage, or disposal, of solid waste or wastes for compensation), and Collection Service Franchisees provide Collection Services to consumers in Clackamas County; and

WHEREAS, the Board of County Commissioners for Clackamas County establishes the Waste Management Fees (WMF) that Collection Service Franchisees may charge to consumers in Clackamas County for Collection Services; and

WHEREAS, Clackamas County Code Section 10.03.340 requires the Board of County Commissioners for Clackamas County to give due consideration to a variety of factors, including the cost of disposal, when determining the WMF Collection Service Franchisees may charge to consumers in Clackamas County for Collection Services; and

WHEREAS, Clackamas County Code Section 10.03.340 further requires the Board of County Commissioners for Clackamas County, in considering WMF increases or decreases, to find that the WMF will be just, fair, reasonable, and sufficient to provide required service to the public; and

WHEREAS, Metropolitan Service District (Metro) operates two waste transfer stations within Metro's jurisdiction, including one in Clackamas County, at which Metro charges a per ton solid waste rate or "tip fee" for the transfer of solid waste at its transfer facilities; and

WHEREAS, Collection Service Franchisees utilize one or more Metro transfer facilities for the disposal of waste collected in Clackamas County in the course of providing Collection Services to consumers in Clackamas County, where Collection Service Franchisees pay Metro's per ton solid waste rate or "tip fee"; and

**Attachment 1: Ordinance No. 01-2021,  
an Ordinance Amending Clackamas County Code Chapter 10.03,  
Solid Waste and Wastes Management, and Declaring an Emergency**

WHEREAS, the Metro per ton solid waste rate or “tip fee” Collection Service Franchisees pay to Metro in the course of providing Collection Services to consumers in Clackamas County is a significant factor in determining the WMF Collection Service Franchisees may charge for Collection Services, and

WHEREAS, the Board of County Commissioners for Clackamas County finds that a just, fair, reasonable, and sufficient WMF requires that consumers in Clackamas County directly receive the benefit of any reduction in the per ton solid waste rate or “tip fee” Metro is permitted to charge to Collection Service Franchisees,

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

**Section 1:** Chapter 10.03 of the Clackamas County Code is hereby amended by adding the following:

A. Notwithstanding any other provision of the Clackamas County Code, in the event that Metro reduces or is required by a court or otherwise to reduce its per ton solid waste rate, “tip fee,” or any similar charge charged by Metro on a per ton basis and paid by any Collection Service Franchisee providing Collection Services to consumers in Clackamas County, the Waste Management Fee for Collection Services set by the Board shall be reduced commensurately so that one hundred percent of the reduction in fees paid to Metro as a result of Metro’s reduction inures to the benefit of residents paying for Collection Services in the form of a reduced Waste Management Fee paid by those residents.

B. The requirements of Section A apply to any reduction of Metro’s fees described therein that will last more than 30 days in duration. If the reduction of Metro’s fees described in Section A is the result of a court order, the commensurate reduction in the Waste Management Fee for Collection Services a Collection Service Franchisee may charge to residents described in Section A shall be implemented as soon as reasonably practicable without the need to pass through the process for Determination of Waste Management Fees set forth in Clackamas County Code Section 10.03.340. Otherwise, the process for Determination of Waste Management Fees set forth in Clackamas County Code Section 10.03.340 shall apply to the implementation of the requirements of Section A, provided, however, that the Board shall complete its process for Determination of Waste Management Fees as soon as reasonably practicable after receiving notice of any reduction in Metro’s fees and that if, in setting the new Waste Management Fee, the Board finds that the Waste Management Fee must cover any unrelated increase in costs, the Board may implement the reduction in the Waste Management Fee required under Section A as an offset to those unrelated increases in costs and that offset shall be deemed to inure to the

**Attachment 1: Ordinance No. 01-2021,  
an Ordinance Amending Clackamas County Code Chapter 10.03,  
Solid Waste and Wastes Management, and Declaring an Emergency**

benefit of residents paying for Collection Services as an effective reduction of the Waste Management Fee those residents otherwise would be paying.

**Section 2:** Emergency Clause. The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of the ordinance is necessary to ease the economic impact on residents of Clackamas County of the cost of solid waste Collection Services should a reduction in the per ton solid waste rate, "tip fee," or any similar charge charged by Metro on a per ton basis occur. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

## Winterhalter, Rick

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**From:** Shane Abma <Shane.Abma@oregonmetro.gov>  
**Sent:** Sunday, March 14, 2021 4:13 PM  
**To:** Winterhalter, Rick  
**Subject:** Re: [External sender]Question: Clackamas Board

Warning: External email. Be cautious opening attachments and links.

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Rick,

Here is Commissioner Savas' question as you described (and which I agree with based on video):

*Comm Savas (55:34) "If we put discretion thing in there (relating to his earlier comments about "smoothing") does it negate the effort to hold Metro accountable if there is a subsidy between dry and wet waste so that one industry is not favored to the detriment of our rate payers."*

As you know, plaintiffs have alleged in the lawsuit that Metro uses "wet" waste to subsidize "dry" waste costs. Metro disagrees with this assertion. There is no "subsidy" between dry and wet waste disposal. Thus, it's a little difficult for Metro to answer this question if the underlying premise is that there is a subsidy between waste streams. As I've mentioned earlier, Metro believes that it is complying with its charter regarding rate setting. Metro further believes that its actions can be challenged in court. In the current lawsuit, the court ruled only that *these particular plaintiffs* did not have standing to challenge Metro's rates because they don't pay them directly (the haulers do), and there was no guarantee that if Metro lowered its rate as a result of the lawsuit that these plaintiffs would have lower garbage bills. It was too speculative.

Accordingly, Mr. DiLorenzo's proposed ordinance is mostly about finding a way to allow his two clients (plaintiffs) to again sue Metro at some future date. Mr. DiLorenzo believes that if the County is **required** to lower its garbage rates if Metro lowers its disposal fees, then a court might find that plaintiffs have standing to sue Metro in the future. (In other words, a court may find that plaintiffs' garbage bills would automatically decrease if Metro is required to split its fees into wet and dry waste disposal).

It's my understanding that the Board currently has **full discretion** to lower rates as it sees fit, and to do so at any time it sees fit. This would include lowering garbage rates if Metro lowers its disposal fees. However, this ordinance proposes to take away the Board's discretion and **require** the Board to act if Metro's disposal rate is ever lowered (by Metro or by court order). As you are aware, Metro has in fact lowered its disposal fee twice in the last few years, and neither time did Clackamas County reduce residential garbage rates. Because the Board has full discretion on rates, it can use savings from a lower Metro disposal fee to enhance or expand other services, or it can use the savings to help offset other rising costs (fuel, health care, recycling, wages, etc) in order to keep garbage rates fairly steady.

Finally, I would note that if a court did order Metro to charge separate wet and dry waste disposal fees (instead of just a "garbage" disposal fee), this would likely **increase** costs for many Metro customers, including Clackamas County self-haul customers. It would also reduce recycling opportunities. Plaintiffs have only characterized this as a cost-saving lawsuit for residential garbage payers. **But others would pay more.** If



Metro is required by a court to split its “garbage” rate into two separate rates, then it is likely (though not guaranteed) that “dry” waste disposal costs would increase and “wet” waste disposal costs would decrease. Plaintiffs only speak of one half of that equation.

- Increased “dry” waste costs could increase fees on the hundreds of thousands of self-haul customers that come to Metro South and Metro Central every year. Self-haul customers generally bring “dry” waste in for disposal (think home remodels, cleaning out the attic or garage, etc). It’s my understanding that only one other private transfer station in the region offers self-haul services, so these customers do not have many options.
- Increased “dry” waste costs could affect large droboxes used by home remodelers, commercial builders and residential builders. This could potentially lead to increased construction and remodeling costs.
- If Metro has a separate and more expensive “dry waste disposal” cost, this may encourage other dry waste facilities in the region to increase their rates as well, thus increasing dry waste disposal costs region-wide. At least one dry waste facility has indicated that it keeps its rates low to better “compete” with Metro’s rate, but that facility will raise its rates if Metro is required to establish a more expensive “dry” waste disposal fee.
- Splitting rates will actually increase some operational costs at Metro South because “spotters” would be required to determine if a load is wet or dry. Those costs will likely be added to the disposal fee.
- Recycling opportunities could be reduced. Having two rates would create an incentive for someone to take a “dry” waste load (that costs more) and contaminate it with some “wet” waste to make it a “wet” waste load (which could cost less). This may make the load no longer viable for recycling opportunities, thus sending more waste to the landfills.

In short, Metro has charged a single “garbage” disposal rate since it first opened Metro South in the early 1980s and long before it even had a charter. It does so for environmental and public policy reasons. Metro does not distinguish between a “wet” and “dry” waste load. Plaintiffs conflate how Metro *manages* waste after it is received with the *service* Metro provides at the front door to its customers, and Metro is confident a court would agree.

Please let me know if you have further questions or follow up.

Best,

Shane

**Shane Abma**  
**Senior Attorney**  
**Metro Regional Government**  
*he/him/his*

600 NE Grand Avenue | Portland, Oregon 97232-2736 | 971-209-2262 (mobile)  
[shane.abma@oregonmetro.gov](mailto:shane.abma@oregonmetro.gov)



**From:** "Winterhalter, Rick" <rickw@clackamas.us>  
**Date:** Friday, March 12, 2021 at 1:16 PM  
**To:** Shane Abma <Shane.Abma@oregonmetro.gov>  
**Subject:** [External sender]Question: Clackamas Board

**CAUTION:** This email originated from an **External source**. Do not open links or attachments unless you know the content is safe.

Shane:

We were hoping you could answer the question Commissioner Savas asked at the end of the Policy Session this past Tuesday. I believe I've captured the gist of the question on the attached file. I know you've listened to the recording and if you believe I've missed something critical in the question please bring it to my attention so I can make necessary changes in my report.

Have a great weekend,  
rick

“Sometimes, carrying on, just carrying on, is the superhuman achievement.”  
- Albert Camus, writer, philosopher

***Oregon's 2050 Vision:***

*Oregonians in 2050 produce and use materials responsibly  
conserving resources •protecting the environment •living well*

Rick Winterhalter  
Sustainability & Solid Waste Program  
Clackamas County  
150 Beaver Creek Rd.  
Oregon City, OR 97045  
503.742.4466

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[Phishing Email](#)



**DAN JOHNSON**  
DIRECTOR

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

March 1, 2021

Solid Waste Commissioners Clackamas County

Members of the Commission:

**EXECUTIVE SUMMARY:**

On Tuesday February 22<sup>nd</sup> Mr. John DiLorenzo made a presentation to the County's Board of Commissioners proposing an Ordinance to amend County Code Chapter 10.03. Specifically the ordinance will affect Chapter 10.03.340, *Determination of Waste Management Fees*. The presentation can be viewed here (beginning at 35:35).

<https://www.youtube.com/watch?v=EF590fqSNIs&feature=youtu.be>

On February 25<sup>th</sup> Mr. DiLorenzo sent an amended version of the proposed Ordinance. Both versions of the proposed Ordinance are included with this staff report.

The Board has set a policy session for Tuesday, March 9th to review the proposed Ordinance. In advanced of the policy session, the Board requested the Commission review the ordinance and provide their recommendation.

The purpose of today's meeting is to review the code amendment proposed in the Ordinance in the context of the affect it would have on the County's management of the solid waste collection system.

**BACKGROUND:**

*Current Fee Review Process*

The Sustainability & Solid Waste Program of the Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of the County's nine franchised solid waste collection companies. The purpose of the review is to ensure that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. The review is used to establish the fees charged for the variety of services required by the County, and to ensure a fair return to the collectors. The review process is assisted by a contracted certified public accountant who reviews franchisee financial records, create summaries, and provide analysis.

Historically the County has undertaken an annual review, coupled with annual adjustments as necessary to keep fees and real costs aligned. The adjustments may come in the form of fee increases, maintaining or lowering fees, adding additional collection services, or a combination of these options. In this process if there is a decrease in disposal costs (which account for approximately 20% of the cost of collection) the decrease can be used to offset other known and

measurable increases in costs (e.g.: labor, equipment, trucks). This review model prevents large and unexpected increases that can result from a less frequent review.

The Solid Waste Commission last recommended increasing fees in 2020. The Clackamas County Board of Commissioners adopted and made effective new fees on July 1, 2020. Based upon this fee increase the adjusted returns to revenue for franchise holders in the Urban zone fell within the established range of 8-12%. The combined Rural zone returns were below the lower limit of the range, and the total County composite returns also fell below the range.

#### *Proposed Ordinance*

In the February 22<sup>nd</sup> Issues session with the Board, Mr. DiLorenzo presented to the Board an Ordinance which makes amendments to County Code Chapter 10.03.340, *Determination of Waste Management Fees*. To provide the Commission with full context of this session the link to the meeting is provided above.

The amendment requires the Board to directly adjust fees to reflect any Metro proposed, or a court required, reduction in Metro's tip fee. This adjustment does not go into effect for increases in Metro's tip fees, and would not be as expansive as the annual rate review process which considers other elements like increased costs, adding new services or rate of return to collectors.

In response to the presentation, the Board asked some clarifying questions. These questions, and the answers from staff, are provided below.

#### **Question: Have you discussed this with the franchise holders?**

**Staff response:** *Staff was made aware of the proposed Ordinance in the February 22<sup>nd</sup> Issues meeting and then took action to notify the collectors. Additionally, collectors have representation on the Solid Waste Commission.*

#### **Questions: Does this duplicate the fee review process? How will approving the Ordinance effect the Board's ability to review rates?**

**Staff response:** *Under the ordinance if Metro enacts any reduction in the tip fee, the Board would be required to directly adjust fees to reflect the reduction. This reduction would occur at the time the tip fee is reduced. The annual fee review, as outlined above, would continue under this ordinance, and would also include consideration of the mid-cycle reduction when looking at the fee model.*

#### **Question: What is the Solid Waste Commission's view of the proposed Ordinance?**

**Staff response:** *This meeting has been called to provide this feedback to the Board of County Commissioners.*

#### **Question: Has the County ever enacted a rate reduction?**

**Staff response:** *Following the annual fee review process, which considers the full costs and saving within the system, the Board has held fees flat when Metro has decreased fees. In 2017 Metro reduced tip fees by \$1.30. In 2014 Metro reduced the tip fee by \$1.00. These reductions were considered by the Board along with other increasing expenses. In each case the Board held the fee at previously approved levels.*

**FINANCIAL IMPLICATIONS:**

There are limited direct financial implications as a result of adopting or rejecting the proposed code amendment as presented in the Ordinance. If adopted, there would be staff time related to outreach when the fees are adjusted under the Ordinance, and costs related to using the contracted accounting firm to review the fee reduction at implementation.

**LEGAL/POLICY REQUIREMENTS:**

ORS 459 and 459A authorize the County to franchise solid waste collection services. County Code Chapter 10.03 requires a review of the solid waste collection system to ensure the public receives the services required, and the County's franchisees are able to provide those services safely, efficiently, and with a reasonable return.

**STAFF PARTICIPATION:**

Staff has assembled Commission packets and scheduled this meeting.

**OPTIONS:**

1. Recommend approval of the amendment as written within the proposed Ordinance.
2. Recommend approval of the amendment as written within the proposed Ordinance with revisions as determined in this meeting.
3. Do not recommend approval of the amendment as written within the proposed Ordinance.

**RECOMMENDATION:**

Staff respectfully requests the Solid Waste Commission to consider this report and submit its recommendation to the Board of County Commissioners for their consideration.

Respectfully submitted,

*Rick Winterhalter*

Senior Sustainability Analyst  
Department of Transportation and Development



**DAN JOHNSON**  
DIRECTOR

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

April 15, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of contract with the Oregon Department of Transportation – Transportation Safety Division for the purposes of ODOT-TSD – Safe Communities Grant Renewal

<b>Purpose/ Outcomes</b>	The funds will be used for educational outreach centered on the adoption of the new Transportation Safety Action Plan that the Board of Commissioners adopted in March 2019. Support will be used to support the build out of a comprehensive marketing and outreach campaign materials with a particular focus on addressing text phone usage by young adults.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$54,550. Grant match requirement is 40% and will be met with staff time.
<b>Funding Source</b>	Oregon Department of Transportation – Transportation Safety Division. Match will be funded by County Road Funds
<b>Duration</b>	Effective October 1, 2020 and terminates on September 30, 2021
<b>Previous Board Action</b>	April 6, 2021: Discussion item at issue January 16, 2020: Approval of grant renewal through 09/30/20 October 21, 2019 County Administrator authorized the application of funding
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Joseph Marek, Traffic Safety Program Manager – Department of Transportation and Development – 503-970-8987
<b>Contract No.</b>	SA-21-25-08

**BACKGROUND:**

The Department of Transportation and Development requests the authorization to enter into contract with the Oregon Department of Transportation to accept a renewal grant award of \$54,550 to provide educational outreach for the County’s Drive to Zero program which has a

mission to eliminate fatal and serious injury crashes by 2035, and has been the recipient of ODOT-TSD funding since program inception in 2005.

This year's focus will expand the South County Drive to Zero project funded by the National Safety Council. Grant will also support overtime for enforcement campaigns that correlate to goals in the Transportation Safety Action Plan (TSAP) such as school zone enforcement in Lake Oswego and Minor Decoy Operations with the Oregon Liquor Control Commission. The following elements integrate into Clackamas County's Transportation and Development Department's Strategic plan:

#### SAFE ROADS:

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 186 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-running transportation system.

#### COMMUNITY ENGAGEMENT:

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, and programs.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity. The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC. With compliance rates lower than they should be, this work needs to continue for both alcohol and marijuana sales.

The contract is effective October 1, 2020 through September 30, 2021. The one-year contract maximum is \$54,550.

County Counsel reviewed the contract on 12/2/2019 and requested some amendments. However, since this funding is federal funds passed through ODOT, changes to the contractual language is extremely complicated and may not be possible. These are clauses that we have accepted in the past, with similar concerns. They are summarized as follows:

1. Under Section 14a, there is a requirement that County would repay the agency for all funds in the event of a contractual default. Counsel would that repayment obligation is only for misspent grant funds, not all funds in the event of a default.
2. Under Section 14b, it would be most advantageous to the County to expand the potential remedies available in the event of state default to all remedies available at law or equity.
3. There are several concerns regarding indemnification of sub-contractors under Section 15a. The language could be more favorable to the County, and we will pass on indemnification to our sub-contractors in our contract requirements.

DTD plans on submitting these concerns to ODOT to request changes for future contracts. However, we recommend proceeding without these changes for this cycle.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve and sign the agreement with Oregon Department of Transportation for the purposes of ODOT-TSD – Safe Communities Grant Renewal.

Respectfully submitted,

*Joseph Marek*

Joseph Marek, Traffic Safety Program Manager



**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Division Grant Agreement  
(Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and Clackamas Co. Dept. of Transportation Development, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2020, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2020** through and including **September 30, 2021** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR §  
200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$10,000** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and

may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval.** [RESERVED].

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**d. Conditions Precedent to Reimbursement.**

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and  
(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA)

and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing

Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements

of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is 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 withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The

report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

**i.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**ii.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**iii.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of**

**Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the

State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) 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 Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **10. Records Maintenance and Retention.**

### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and

examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;
- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data;

and

(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and

(v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively

"Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or  
(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

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

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

(i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;  
(ii) Grantee fails to cure any performance as provided in Section 12.c;  
(iii) Grantee fails to perform any other obligation required under this Agreement; or  
(iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;  
(ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as

provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the

State of Oregon or the United States of America or any other party, organization or individual.

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

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |  
listed on page 1 of this Agreement.

|  
Attn: Project Director: As listed |  
on page 1 of this Agreement.

ODOT  
ODOT Contact: Walt McAllister

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit**

**C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**j. 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.

**k. Counterparts.** 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.

**l. Integration and Waiver.** This Agreement, and the 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 or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

Signature:

\_\_\_\_\_  
Highway Safety Section-Manager, ODOT-TSD

Date: \_\_\_\_\_

Print Name:

\_\_\_\_\_

**GRANTEE: Project Director:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

**GRANTEE: Designated Alternate:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS  
291.047:**

\_\_\_\_\_  
s/ Sam Zeigler per email dated 7/09/2020  
Sam Zeigler, Assistant Attorney General

**GRANTEE: Authorizing Official:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title:

\_\_\_\_\_





**OREGON DEPARTMENT OF TRANSPORTATION**  
**Transportation Safety Division**

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**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* SA-21-25-08

*Project Name:* CLACKAMAS COUNTY SAFE COMMUNITY

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

**I. Project Description**

The Clackamas County Safety Communities Program (CSCP) has continued to grow since formation in 2005 as a result of strong support from ODOT-TSD and other safety agencies. In 2018 we focused on updating the Transportation Safety Action Plan (TSAP) adopted in March 2019. In 2019 we focused the Safe Communities program on building and implementing a comprehensive communications and outreach plan for the TSAP. We obtained a one year grant from the National Safety Council (NSC) to pilot key marketing and low- cost infrastructure improvement projects in a targeted rural area of the County. This grant has been extended to 6/30/2021 due to the COVID-19 pandemic.

This year's request is to complete our work planned in 2020 but placed on hold due to COVID-19. The request will also support overtime for enforcement campaigns targeting that correlate to our goals in the TSAP.

**II. Problem Statement**

- A. Describe the problem(s) this project will try to impact:  
*(Describe the problem(s) you intend to impact with this grant.)*

The County's Drive to Zero initiative is an inspiring but daunting goal - to eliminate fatal and serious injury crashes by 2035. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. Rural communities present unique challenges that cannot be addressed in the same way as more urbanized areas. While 20% of the County's population lives in communities served by rural roads, 45% of our fatal and serious crashes are on rural roads. Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic

crashes in the county.

The following are elements integrated into Clackamas County's Transportation and Development Department's Strategic plan:

**SAFE ROADS:**

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging, as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 180 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-running transportation system.

**COMMUNITY ENGAGEMENT:**

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, programs and services.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity.

The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC as well as investing in local police efforts to target speeding in school zones.

- B. Provide summary data about the problem(s):  
(Give summary data regarding the problem as it exists in your jurisdiction.)

From 2009 to 2018, traffic crashes killed 295 people in Clackamas County. Crashes injured 34,271 people in 43,784 crashes. 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas. Over the past ten years of reported data, reported total crashes (105%), and reported injury crashes (35%) have generally increased in the County. This increase has outpaced the county's population growth of 4% over the same time.

The county's top three F&SI crash factors continue to be Roadway Departure, Young Drivers and Aggressive Driving. While the rankings have changed, these have remained the top three. Other areas of high crash causes include alcohol/drugs, motorcyclists, bicyclists, pedestrians and older drivers.

- C. List current activities and associated agencies already involved in solving the problem(s):

*(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)*

This list includes current and efforts completed in recent years.  
Current efforts/plans are listed first:

- Transportation Safety Action Plan Update (CCTSC/CCDTD/CCSCW)
- Safety Booth (DTZ, Lake Oswego Parks & Rec, CCFD#1, Molalla Community that Cares, Milwaukie First Friday, Clackamas County Fair, Milwaukie CArE Free Day)
- Enhanced Enforcement Patrols (Lake Oswego Police Department)
- Drive to Zero updated web site (DTZ, CCPGA)
- Social Media outreach through Facebook, Twitter and Instagram (DTZ, CCPGA)
- Data Gathering and Integration - (CCDTD/CCSO/CCOM/AMR/GIS/Leidos, CCPH)
- Providing public service announcements for safety related matters such as School zones/work zones/speed/distracted (DTZ/CCTSC/Clackamas Town Center, County Cable, NCM - America's Home Movie Network, Pamplin Newspaper)
- Traffic Calming-moveable radar signs-yard signs (CCDTD, CSCP)
- School Education Programs (DTZ, County Prevention Coalition/Oregon Impact/Vibrant Futures/Molalla - Oregon City - Rex Putman High Schools)
- Driver Education Presentations (DTZ/Driver Education Program/LaSalle, Milwaukie, Clackamas, Putnam, Oregon City and West Linn high schools)
- Child safety seat checks (OI/Safe Kids)
- Constructing traffic safety projects (CCDTD)
- Traffic/Distracted Driving/School Zone enforcement (Lake Oswego Police Departments)
- Traffic Law Education (DTZ/CCFD#1/CCTSC/CCSO/CCSCW)
- Positive Community Norms (DTZ/Montana State University/County Prevention Coalition/Vibrant Future)
- Posters and Coasters Campaign - (DTZ/State Farm Insurance, Clackamas Town Center, CCDTD)
- Assembly presentations at schools on the risks of driving while under the influence (Molalla, Oregon City, Gladstone, Lake Oswego, Clackamas City)

DTZ=Clackamas Drive to Zero Program  
CCTSC=Clackamas County Traffic Safety Commission  
CCDTD=Clackamas County Dept. of Transportation & Development  
CCPHD=Clackamas County Public Health Division  
CCSO=Clackamas County Sheriff's Office  
CCFD#1=Clackamas County Fire District #1  
CCPGA=Clackamas County Public Government Affairs  
AMR=American Medical Response  
OI=Oregon Impact

**III. Objectives**

*(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.*

**The following are examples:**

*“To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys.”*

*“To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004.”*

*“To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004.”*

*“To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location.”*

	<b>Start Date</b>	<b>End Date</b>	<b>Objective</b>
1.	10/01/2020	9/30/2021	Provide targeted marketing efforts in Clackamas County using a professional social marketing consultant.
2.	10/01/2020	9/30/2021	Amplify the messaging of key partners on programs such as child passenger protection devices, senior safe driving programs and alcohol and drug prevention programming.
3.	10/01/2020	9/30/2021	Reinforce the TSAP through ongoing educational opportunities such as the Clackamas County Fair, tabling at events, and other activities consistent with the County's work. Present at 4-10 community events.
4.	10/01/2020	9/30/2021	Make presentations at community events, schools, business meetings, etc. to highlight the TSAP and how county residents can engage with the work. This work will shift to more on-line virtual activities as schools and communities adjust to Covid19 phased returns.
5.	10/01/2020	9/30/2021	Conduct minor decoy enforcement details with OLCC and local law enforcement for alcohol and/or marijuana along with localized police enforcement targeting behaviors such as distracted driving and speeding.

**IV. Proposed Activities**

**A. Major Activities**

*(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description **what** will be done, **who** will do it, and **who** will be affected.)*

	<b>Start Date</b>	<b>End Date</b>	<b>Activity</b>
1.	10/01/2020	11/30/2021	Engage social marketing consultant on project. (Consultant managed by TSOC, targeted populations that see higher proportion of serious crashes such as teens, motorcyclists and seniors).
2.	12/01/2020	3/15/2021	Develop artwork and collateral assets for the campaign. (Consultant)
3.	4/01/2020	9/30/2021	Produce and distribute campaign materials (Coordination TSOC with CCPGA, impacted community is targeted rural area).
4.	10/01/2020	9/30/2021	Provide social media support for partner activities.
5.	10/01/2020	9/30/2021	Community meetings, presentations, fairs and tabling events. (TSOC coordinates, DTZSA assists; targets include rural community residents most effected by crashes)
6.	10/01/2020	9/30/2021	Market and present to community organizations, school groups, parent groups, business associations throughout year. Present at 4-10 events.
7.	10/01/2020	9/30/2021	Support overtime expenses for up to eight operations with OLCC and local law enforcement. (TSOC coordinates with local support from OLCC, CCSO, and local police; impacted communities are in target area).

Plans for sharing the project activities with others:

The project main goal is to reach as many people as we can. We will use social media, earned media, purchased media, and direct community engagement to achieve these goals. We would be happy to present at ODOT Safety Conference and are working with National Safety Council and the National Center for Rural Road Safety to conduct a webinar.

**B. Coordination**

*(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)*

Is coordination with outside agencies or groups required? If **yes**, check here:

**1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:**

Name/role of groups and agencies involved:

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas Sheriff's Office, Canby Police, Molalla Police, OLCC, City of Molalla, AMR, Clackamas Public Health Division, Clackamas Health, Housing and Human Services, Clackamas Emergency Services, Todos Juntos, Ford Family Foundation, and Think First.

2) Fill this if you did not check the box above:

Ability to complete the project independently:

C. Continuation

Plans to continue the project activities after funding ceases:

The program receives the majority of funding from Clackamas County - general fund - and is able to continue if ODOT-TSD funding ceases.

**V. Evaluation Plan**

A. Evaluation Questions

*(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)*

	<b>Evaluation Question</b>
1.	How many people, and what subsets of the rural population, were targeted with social marketing messages?
2.	How many people engaged with the marketing through analyzing use of social media hashtags, google analytics and received presentations?
3.	Has the County developed a core competency of social marketing that can be used in other campaigns and efforts and to expand Drive to Zero in the future?
4.	How many enforcement operations were completed? What were the sales rates for minor decoy operations? How many citations were issued?

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

## 2. Data System

Describe how the data will be collected, stored, and tabulated:

Our TSOC will maintain records of stories through a log book and map that will showcase where engaged partners are located Crash data will be pulled from available reports.

### C. Evaluation Design

Describe how the data will be analyzed:

Reports will be submitted to the Drive To Zero Advisory Committee and Transportation Safety Commission for evaluation.

### D. Project Evaluation Preparation

A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances.

## VI. Grant Project Budget Summary

### A. List of major budget items:

Graphic design.  
Social Marketing consultant.  
Labor and benefits.

### B. Budget Allotment

The agency named in this document hereby applies for \$10,000.00 in Transportation Safety funds to be matched with \$21,723.00 in funds from source Local to carry out a traffic safety project described in this document.

## VII. Budget and Cost Sharing

**(Complete Form 737-1003 Budget and Cost Sharing.** You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

## VIII. Exhibits

### A. Exhibit A: Data Table

*(To be developed at a later date.)*

### B. Exhibit B: Job Descriptions

*(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)*

### C. Exhibit C: Contracts or Service Agreements

*(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSD to determine whether the work to be accomplished is consistent with the objectives*

*of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)*

**IX. Agreements and Assurances**

*(READ, sign and attach to the grant project application.)*

**X. Approval Signatures**

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized.

**The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name\*: Clackamas Co. Dept. of  
Transportation Development  
Street Address: 150 Beaver Creek Road  
City: Oregon City  
State: OR  
Zip: 97045

B. Project Director

First Name: Joseph Last Name: Marek  
Title: Director of Safe  
Communities Email: joem@co.clackamas.  
or.us  
Phone: (503) 742-4705 Fax: (503) 742-4659  
Street Address: 150 Beaver Creek Road  
City: Oregon City  
State: OR  
Zip: 97045

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



C. Authorizing Official of Agency Completing Application

First Name:	Mike	Last Name:	Bezner
Title:	Asst. Director of Transportation	Email:	mikebez@co.clacka mas.or.us
Phone:	(503) 742-4651	Fax:	(503) 742-4659
Street Address:	150 Beaver creek Road		
City:	Oregon City		
State:	OR		
Zip:	97045		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation  
Transportation Safety Division  
4040 Fairview Industrial Drive SE - MS 3  
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.

**ODOT GRANT ADJUSTMENT  
Transportation Safety Division**

Project No.: SA-21-25-08  
 Project Name: CLACKAMAS COUNTY SAFE COMMUNITY  
 Agency: Clackamas Co. Dept. of Transportation Development

Nature of Adjustment:	
Increase award to \$50,000	

Grant Adjustment No.: \_\_\_\_\_ 1  
 Grant Adjustment Effective Date: \_\_\_\_\_  
 Increase/Decrease in \$ +/-: \$ \_\_\_\_\_ 44,550  
 Fund Source: \_\_\_\_\_

**PLEASE NOTE: Two copies with original signatures & new budget attached REQUIRED to process financial adjustment**

<u>Budget Line Item</u>	<u>Current TSD Share</u>	<u>\$ + or (-) Change</u>	<u>Proposed TSD Share</u>	<u>Proposed Match</u>
Staff Assigned	\$ -	\$ -	\$ -	\$ 16,723.40
Overtime	\$ 4,550.00	\$ -	\$ 4,550.00	\$ -
Volunteer Time	N/A	N/A	N/A	\$ -
<b>1 Personnel Costs Total</b>	<b>\$ 4,550.00</b>	<b>\$ -</b>	<b>\$ 4,550.00</b>	<b>\$ 16,723.40</b>
<b>2 Personnel Benefits Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>3 Equipment Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4 Materials/Printing Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5 Overhead/Indirect Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000.00</b>
Travel In-State	\$ -	\$ -	\$ -	\$ -
Travel Out of State	\$ -	\$ -	\$ -	\$ -
Office Expenses	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ -	\$ -	\$ -
<b>6 Other Project Costs Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>7 Consult/Contractual Svcs.</b>	<b>\$ 5,450.00</b>	<b>\$ 44,550.00</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>
<b>8 Mini-Grants Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Costs</b>	<b>\$ 10,000.00</b>	<b>\$ 44,550.00</b>	<b>\$ 54,550.00</b>	<b>\$ 21,723.40</b>

_____	_____
Project Director's Signature	Date
_____	_____
Authorizing Official's Signature (if changing Project Directors)	Date
_____	_____
Approved by: TSD Program Manager's Signature	Date
_____	_____
Approved by: TSD Manager's Signature (for funding increases only)	Date

<i>TSD Office Use Only</i>		Enter Yes or No
Federal to Local Percentage	_____	Change in Total TSD Funding: _____
Reviewed by Fiscal Specialist	_____	Revised Budget Attached: _____
Reviewed by Grants/Contracts Coordinator	_____	HSP Mod./Change Order required _____
		Rvsd. Proj. Smry. (changed objectives) _____

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:  
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—  
**a.** To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;  
**b.** Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
  - d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
  - e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

**a.** 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 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;

**b.** 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

**c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

**a.** By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**b.** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**d.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**e.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

**j.** 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;

**c.** 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

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**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 or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

**8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 or debarment.

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

**1.** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

**2.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**EXHIBIT D**  
**INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas Co. Dept. of Transportation Development
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A375203000040200RO
4. Federal Award Date: 10/01/2020
5. Sub-award Period of Performance Start and End Date: From 10/01/2020 to 09/30/2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$10,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$10,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$10,000
9. Federal award project description: The Clackamas County Safety Communities Program (CSCP) has continued to grow since formation in 2005 as a result of strong support from ODOT-TSD and other safety agencies. In 2018 we focused on updating the Transportation Safety Action Plan (TSAP) adopted in March 2019. In 2019 we focused the Safe Communities program on building and implementing a comprehensive communications and outreach plan for the TSAP. We obtained a one year grant from the National Safety Council (NSC) to pilot key marketing.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Division
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.600  
Amount: \$10,000
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

**Vendor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X  Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable



**Sue Hildick**

*Director*

Public & Government Affairs  
2051 Kaen Road  
Oregon City, OR 97045

503-655-8751

[clackamas.us](http://clackamas.us)

April 8, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Board Orders for Transfer Control of the Parent Company  
of Wave Division VII, LLC, Radiate Holdings, L.P.  
Franchises in Sandy, and Canby/Molalla

<b>Purpose/Outcome</b>	Transfer of a Parent Company of Wave Division VII, LLC, Radiate Holdings, L.P., franchises in the Sandy, and Canby/Molalla areas to Stonepeak Infrastructure Partners
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective April 8, 2021, franchises continue until March 21, 2023 and July 26, 2024 respectively.
<b>Previous Board Action/Review</b>	<p>The original franchise to Wave Holdco, LLC (Sandy) was approved for a twelve (12)-year agreement by the BCC on March 21, 2011.</p> <p>The original franchise to Wave Holdco, LLC (Canby/Molalla) was approved for a twelve (12)-year agreement by the BCC on July 26, 2012.</p> <p>On August 24, 2017, the BCC approved the Transfer Control of the Sandy and Canby/Molalla Franchise Agreements from Wave Division VII, LLC to Radiate Holdings, L.P., for the duration of the franchises which expire on March 31, 2023 and on July 26, 2024, respectively.</p>
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Counsel Review</b>	This Transfer Control has been reviewed and approved by County Counsel on 3-22-21. JM
<b>Procurement Review</b>	No, because this item is a franchise agreement.
<b>Contact Person</b>	Sue Hildick, Public and Government Affairs, 503-742-5900
<b>Contract No.</b>	N/A

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Staff Report – Wave Franchise Agreements/Transfer of Control

April 8, 2021

**BACKGROUND:**

Currently, Wave Division VII, LLC, dba, Wave, also known as Wave Broadband, holds the franchise to own and operate a cable system in Clackamas County. In 2017, Control of the franchise was transferred to a new parent company, Radiate HoldCo, LLC (“Radiate”), now Radiate Holdings, L.P. They have filed a request, FCC form 394, to transfer control of Radiate to a new parent company, Stonepeak Infrastructure Partners (Stonepeak). Wave currently holds two franchises with Clackamas County, one in the Sandy area and another in the Canby/Molalla area.

Stonepeak Infrastructure Partners has properly submitted the request to transfer control of Radiate Holdings, L.P. Through the process of reviewing FCC form 394, and in reviewing Stonepeak’s responses to questions posed by Clackamas County they have shown that they meet the legal, technical, and financial criteria to become the owner of Wave Radiate and the indirect owner of Franchisee. They will be providing services to residents in Sandy, Canby, and Molalla under the existing franchise agreements.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the transfer of control of Radiate Holdings, L.P. to Stonepeak Infrastructure Partners. County Counsel has reviewed and approved the attached Board Orders.

Respectfully submitted,



Sue Hildick, Director  
Public and Government Affairs



**Michael R. Dover**

Kelley Drye & Warren LLP  
333 West Wacker Drive  
Suite 2600  
Chicago, IL 60606  
Tel: 312-857-7087  
Fax: 312-857-7095

November 30, 2020

**By FedEx**

County of Clackamas County (Canby)  
Cable Communications Manager  
2051 Kaen Road  
Oregon City, OR 97045

Re: Notice of Transfer of Control of a Parent Company of WaveDivision VII, LLC

To Cable Communications Manager:

As you may have heard, equity ownership in a parent company of WaveDivision VII, LLC will be transferred to a different private equity firm from the one that now controls it. **This transaction will not change the operations of WaveDivision VII, LLC, nor will it change WaveDivision VII, LLC's obligations to comply with its franchise agreement. It is, however, expected to make additional resources available to Clackamas County (Canby) with which it can enhance its network and improve its services in the County of Clackamas County (Canby).**

Specifically, funds associated with Stonepeak Infrastructure Partners ("Stonepeak"), a private equity firm, entered into an agreement to acquire Radiate Holdings, L.P. ("Radiate"), a subsidiary of the TPG Capital group. Radiate operates leading regional providers, including WaveDivision VII, LLC ("the Company"), originally issued to WaveDivision VII, LLC. The Company currently holds a franchise to offer service in your community. When the transaction under the agreement is consummated, the indirect control of your community's franchisee will have changed. Your community's franchise will continue to be held by the same legal entity that holds your franchise today, it will continue to provide service pursuant to that franchise and the same company that manages the system today will continue to do so. However, it will operate under the ultimate ownership and indirect control of Stonepeak.

Again, as part of this transaction, Stonepeak has no current plans to change the local operations or structure of the operations or the services offered. Upon completion, Stonepeak will combine its resources and expertise with WaveDivision VII, LLC's knowledge of the local cable marketplace to build upon the successes of WaveDivision VII, LLC and further enhance the customer experience in your community. Stonepeak and Patriot Media Consulting LLC will partner to investigate opportunities to invest in the network and in technology, enabling the Company to expand and grow its infrastructure, enhance its high-speed data services, and otherwise improve its offerings.

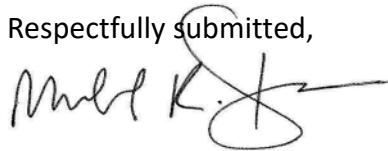
County of Clackamas County (Canby)  
November 30, 2020

We have enclosed for you two (2) additional copies the FCC Form 394. The Form 394 is designed to provide you with the information necessary to assess the financial, legal, and technical qualifications of Stonepeak with regard to the franchise. This filing includes a copy of the agreement, and financial, legal, and technical information about Stonepeak, as well as all other required information. Certain of this information, as designated therein, is confidential and not routinely made available to the public, and its dissemination would be harmful to Stonepeak's business interests. Pursuant to FCC Form 394, these materials must be maintained as confidential by you and any or all of your agents. Also enclosed in the FCC Form 394 is a copy of the Public Interest Statement that was included in our filing with the FCC for approval of this transaction.

Under the Communications Act, 47 U.S.C. § 537, you have 120 days upon completion to consider the application. No action on your part is required; should you choose not to take any action within this 120-day period, under federal law the application will be deemed granted. In the event that you choose to act upon the application, we have enclosed for your convenience a draft resolution for your use. Please let us know if you place the matter on your agenda for consideration. If you have any questions or inquiries regarding this matter, please contact David von Moritz, Corporate Counsel, at 425-896-1868 or [dvonmoritz@wavebroadband.com](mailto:dvonmoritz@wavebroadband.com), or contact the undersigned.

We look forward to continue working with you.

Respectfully submitted,



Michael R. Dover  
Kelley Drye & Warren LLP  
(773) 272-2382  
[MDover@kelleydrye.com](mailto:MDover@kelleydrye.com)  
Counsel to Radiate Holdings, L.P.

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Counsel to Stonepeak Infrastructure  
Partners

Enclosures



**Michael R. Dover**

Kelley Drye & Warren LLP  
333 West Wacker Drive  
Suite 2600  
Chicago, IL 60606  
Tel: 312-857-7087  
Fax: 312-857-7095

November 30, 2020

**By FedEx**

County of Clackamas County (Molalla)  
Cable Communications Manager  
2051 Kaen Road  
Oregon City, OR 97045

Re: Notice of Transfer of Control of a Parent Company of WaveDivision VII, LLC

To Cable Communications Manager:

As you may have heard, equity ownership in a parent company of WaveDivision VII, LLC will be transferred to a different private equity firm from the one that now controls it. **This transaction will not change the operations of WaveDivision VII, LLC, nor will it change WaveDivision VII, LLC's obligations to comply with its franchise agreement. It is, however, expected to make additional resources available to Clackamas County (Molalla) with which it can enhance its network and improve its services in the County of Clackamas County (Molalla).**

Specifically, funds associated with Stonepeak Infrastructure Partners ("Stonepeak"), a private equity firm, entered into an agreement to acquire Radiate Holdings, L.P. ("Radiate"), a subsidiary of the TPG Capital group. Radiate operates leading regional providers, including WaveDivision VII, LLC ("the Company"), originally issued to WaveDivision VII, LLC. The Company currently holds a franchise to offer service in your community. When the transaction under the agreement is consummated, the indirect control of your community's franchisee will have changed. Your community's franchise will continue to be held by the same legal entity that holds your franchise today, it will continue to provide service pursuant to that franchise and the same company that manages the system today will continue to do so. However, it will operate under the ultimate ownership and indirect control of Stonepeak.

Again, as part of this transaction, Stonepeak has no current plans to change the local operations or structure of the operations or the services offered. Upon completion, Stonepeak will combine its resources and expertise with WaveDivision VII, LLC's knowledge of the local cable marketplace to build upon the successes of WaveDivision VII, LLC and further enhance the customer experience in your community. Stonepeak and Patriot Media Consulting LLC will partner to investigate opportunities to invest in the network and in technology, enabling the Company to expand and grow its infrastructure, enhance its high-speed data services, and otherwise improve its offerings.

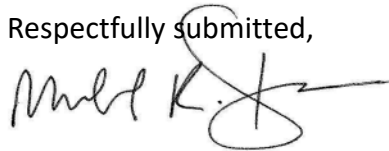
County of Clackamas County (Molalla)  
November 30, 2020

We have enclosed for you two (2) additional copies the FCC Form 394. The Form 394 is designed to provide you with the information necessary to assess the financial, legal, and technical qualifications of Stonepeak with regard to the franchise. This filing includes a copy of the agreement, and financial, legal, and technical information about Stonepeak, as well as all other required information. Certain of this information, as designated therein, is confidential and not routinely made available to the public, and its dissemination would be harmful to Stonepeak's business interests. Pursuant to FCC Form 394, these materials must be maintained as confidential by you and any or all of your agents. Also enclosed in the FCC Form 394 is a copy of the Public Interest Statement that was included in our filing with the FCC for approval of this transaction.

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We look forward to continue working with you.

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Counsel to Stonepeak Infrastructure  
Partners

Enclosures



**Michael R. Dover**

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333 West Wacker Drive  
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Chicago, IL 60606  
Tel: 312-857-7087  
Fax: 312-857-7095

November 30, 2020

**By FedEx**

County of Clackmas County (Sandy)  
Cable Communications Manager  
2051 Kaen Road  
Oregon City, OR 97045

Re: Notice of Transfer of Control of a Parent Company of WaveDivision VII, LLC

To Cable Communications Manager:

As you may have heard, equity ownership in a parent company of WaveDivision VII, LLC will be transferred to a different private equity firm from the one that now controls it. **This transaction will not change the operations of WaveDivision VII, LLC, nor will it change WaveDivision VII, LLC's obligations to comply with its franchise agreement. It is, however, expected to make additional resources available to Clackmas County (Sandy) with which it can enhance its network and improve its services in the County of Clackmas County (Sandy).**

Specifically, funds associated with Stonepeak Infrastructure Partners ("Stonepeak"), a private equity firm, entered into an agreement to acquire Radiate Holdings, L.P. ("Radiate"), a subsidiary of the TPG Capital group. Radiate operates leading regional providers, including WaveDivision VII, LLC ("the Company"), originally issued to Charter Communications Holding Company, LLC. The Company currently holds a franchise to offer service in your community. When the transaction under the agreement is consummated, the indirect control of your community's franchisee will have changed. Your community's franchise will continue to be held by the same legal entity that holds your franchise today, it will continue to provide service pursuant to that franchise and the same company that manages the system today will continue to do so. However, it will operate under the ultimate ownership and indirect control of Stonepeak.

Again, as part of this transaction, Stonepeak has no current plans to change the local operations or structure of the operations or the services offered. Upon completion, Stonepeak will combine its resources and expertise with WaveDivision VII, LLC's knowledge of the local cable marketplace to build upon the successes of WaveDivision VII, LLC and further enhance the customer experience in your community. Stonepeak and Patriot Media Consulting LLC will partner to investigate opportunities to invest in the network and in technology, enabling the Company to expand and grow its infrastructure, enhance its high-speed data services, and otherwise improve its offerings.



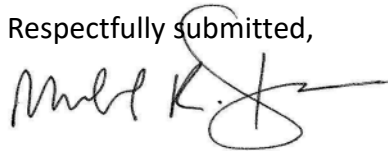
County of Clackmas County (Sandy)  
November 30, 2020

We have enclosed for you two (2) additional copies the FCC Form 394. The Form 394 is designed to provide you with the information necessary to assess the financial, legal, and technical qualifications of Stonepeak with regard to the franchise. This filing includes a copy of the agreement, and financial, legal, and technical information about Stonepeak, as well as all other required information. Certain of this information, as designated therein, is confidential and not routinely made available to the public, and its dissemination would be harmful to Stonepeak's business interests. Pursuant to FCC Form 394, these materials must be maintained as confidential by you and any or all of your agents. Also enclosed in the FCC Form 394 is a copy of the Public Interest Statement that was included in our filing with the FCC for approval of this transaction.

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We look forward to continue working with you.

Respectfully submitted,



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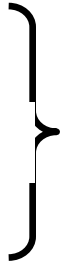
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Counsel to Stonepeak Infrastructure  
Partners

Enclosures

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

In the Matter of an Application by  
Stonepeak Infrastructure Partners and  
Radiate Holdings, L.P. for Consent to a  
Transfer of Control of the Parent  
Company of Wave Division VII, LLC,  
(Canby/Molalla) dba, Wave

Board Order No. \_\_\_\_\_  
*Page 1 of 2*



**WHEREAS**, this matter coming on at this time to be heard, and it appearing that Stonepeak Infrastructure Partners and Radiate Holdings, L.P. have submitted an application to approve a transfer of control of the Wave Division VII, LLC, holder of a Franchise serving Clackamas County in the Canby and Molalla, Oregon areas, to Stonepeak Infrastructure Partners in order that Wave Division VII, LLC may continue to provide cable television service utilizing Clackamas County rights-of-way for the operation of the cable television system, and

**WHEREAS**, it further appearing that Grantee has filed with Clackamas County a completed Federal Communications Commission (FCC) Form 394, and has requested consent by Clackamas County to the transfer, and that it would be in the best interest of the people of Clackamas County to approve such transfer;

**WHEREAS**, Federal law and Section 3.8 of the Franchise authorizes the County to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented to Stonepeak Infrastructure Partners to determine the impact on Grantee's ability to perform the Franchise obligations based on legal, financial, and technical qualifications of Stonepeak Infrastructure Partners. Section 3.8 also authorizes the County to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial and technical framework provided by Grantee and federal law.

**WHEREAS**, Clackamas County has reviewed the Application and has determined that Stonepeak Infrastructure Partners meet the legal, technical, and financial criteria to become the owner of Radiate Holdings, L.P. and the indirect owner of Franchisee, and the transaction is in the best interests of Clackamas County.

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

In the Matter of an Application by  
Stonepeak Infrastructure Partners and  
Radiate Holdings, L.P. for Consent to  
a Transfer of Control of the Parent  
Company of Wave Division VII, LLC,  
(Canby/Molalla) dba, Wave



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County  
Commissioners resolves as follows:**

**THAT** approval of the Transfer of Control of the Parent Company of Wave Division VII, LLC, (Canby/Molalla) dba Wave from Radiate Holdings, L.P. to Stonepeak Infrastructure Partners shall be effective immediately pursuant to the terms and conditions filed on FCC Form 394 by Grantee, and the area served by them in unincorporated Clackamas County, pursuant to Ordinance No. 2011-21.

**DATED** this 8th day of April, 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

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

In the Matter of an Application by  
Stonepeak Infrastructure Partners and  
Radiate Holdings, L.P. for Consent to a  
Transfer of Control of the Parent  
Company of Wave Division VII, LLC,  
(Sandy) dba, Wave

Board Order No. \_\_\_\_\_  
*Page 1 of 2*



**WHEREAS**, this matter coming on at this time to be heard, and it appearing that Stonepeak Infrastructure Partners and Radiate Holdings, L.P. have submitted an application to approve a transfer of control of the Wave Division VII, LLC, holder of a Franchise serving Clackamas County in the Sandy, Oregon area, to Stonepeak Infrastructure Partners in order that Wave Division VII, LLC may continue to provide cable television service utilizing Clackamas County rights-of-way for the operation of the cable television system, and

**WHEREAS**, it further appearing that Grantee has filed with Clackamas County a completed Federal Communications Commission (FCC) Form 394, and has requested consent by Clackamas County to the transfer, and that it would be in the best interest of the people of Clackamas County to approve such transfer;

**WHEREAS**, Federal law and Section 3.8 of the Franchise authorizes the County to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented to Stonepeak Infrastructure Partners to determine the impact on Grantee's ability to perform the Franchise obligations based on legal, financial, and technical qualifications of Stonepeak Infrastructure Partners. Section 3.8 also authorizes the County to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial and technical framework provided by Grantee and federal law.

**WHEREAS**, Clackamas County has reviewed the Application and has determined that Stonepeak Infrastructure Partners meet the legal, technical, and financial criteria to become the owner of Radiate Holdings, L.P. and the indirect owner of Franchisee, and the transaction is in the best interests of Clackamas County.

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

In the Matter of an Application by  
Stonepeak Infrastructure Partners and  
Radiate Holdings, L.P. for Consent to  
a Transfer of Control of the Parent  
Company of Wave Division VII, LLC,  
(Sandy) dba, Wave



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County  
Commissioners resolves as follows:**

**THAT** approval of the Transfer of Control of the Parent Company of Wave Division VII, LLC, (Canby/Molalla) dba Wave from Radiate Holdings, L.P. to Stonepeak Infrastructure Partners shall be effective immediately pursuant to the terms and conditions filed on FCC Form 394 by Grantee, and the area served by them in unincorporated Clackamas County, pursuant to Ordinance No. 2011-21.

**DATED** this 8th day of April, 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

Draft

Approval of Previous Business Meeting

Minutes:

March 18, 2021

March 25, 2021

April 1, 2021

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, March 18, 2021 - 10:00 AM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Sonya Fischer  
Commissioner Paul Savas  
Commissioner Martha Schrader

**ABSENT:** Commissioner Shull

## CALL TO ORDER

- Roll Call
- Pledge of Allegiance

**\*\*\*Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

**\*\*\*COVID Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

**Chair Smith:** I will now announce the Board will Recess as the Board of County Commissioners and Convene as Housing Authority for the next two items.  
(Gavel)

## **I. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

1. Public Hearing on the Proposed 2021-2022 Housing Authority of Clackamas County Annual Plan. \$16,077,000 for section 8 voucher funds, \$1,890,000 in public housing funds and \$1,382,947 in capital grants program funds, no general funds are involved. – HACC

~Board Discussion~

No Public Comment

**Chair Smith:** I will now announce that this item will come back for Board action on April 1, 2021 at the regular scheduled business meeting for final approval.

## **II. HOUSING AUTHORITY CONSENT AGENDA**

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

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2021. \$4,675.94 in total collection losses. – HACC
2. In the Matter of Approving the Delegation of Budget Authority for Fiscal Year 2021-2022. No funds involved. – HACC
3. Requesting approval to apply for a grant for 50 new limited term vouchers for Foster Youth to Independence Rental Assistance Program. Maximum grant value of \$540,000, no general funds are involved. – HACC
4. Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County (HACC) and the State of Oregon acting through Oregon Housing and Community Services (OHCS) for the Landlord Compensation Fund program. OHCS is providing \$15,112,500 in program funds, no general funds are involved. – HACC

Christina Terwilliger read consent agenda

Commissioner Savas: I move for Approval of the housing authority consent agenda

Commissioner Schrader: Second  
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Smith: Aye –the motion carries 4-0.

**Chair Smith:** I will now Announce the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

**IV. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of a Subaward Agreement with the National Association of County and City Health Office (NACCHO) to receive the grant award for the Climate and Health Adaptation in Local Health Departments Project. Contract is increased by \$17,000 with funding from a grant award from NACCHO, no general funds are involved. - Public Health

2. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division for FTA 5311 Rural Transportation Funds for COVID related Operations for Mt. Hood Express. The maximum funded would be \$205,000, no match is required. – Social Services

B. Department of Transportation & Development

1. Approval of a Supplemental Project Agreement with Oregon Department of Transportation for the SE Johnson Creek Blvd: 79th Pl – 82nd Ave Project. Project cost of \$2,485,420 through the funding sources of ARTS Funds, Community Road fund, Condition of Approval Permit, Clackamas County Development Agency, and County Road Funds.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

\*D. Disaster Management

\*1. Approval of Amendment #1 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic. This will increase the contract by \$1,000,000 bringing the maximum value to \$2,000,000. Funding through Public Health Cares Program, no general funds are involved.

\*2. Approval of Amendment # 2 to a Personal Services Agreement with Robert Half, Inc. temporary administrative staff. This will increase the contract by \$150,000 bringing the maximum value to \$300,000. Funding through Oregon Health Authority Cares Program, no general funds are involved.

Christina Terwilliger read consent agenda

Commissioner Savas: I move to approve the Consent Agenda

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Smith: Aye –the motion carries 4-0.

**II. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

***In Person:***

1. Rick Dodge - Milwaukie- Commissioner Shull

2. Bill Wehr – Damascus – Commission Shull, Budget Committee, Veterans Committee, Commissioner Fischer

3. Yvonne Lazarus – Oak Grove- Metro and Dump off Jennifer Street, last week’s meeting

4. Jo Haverkamp – Commissioner Fischer, Commissioner Shull

5. JR Knotts – Commissioner Fischer, Commissioner Shull

***Registered Testimony***

1. Cris Waller – Milwaukie – Commissioner Shull

2. Les Poole – Gladstone - Big challenges we face. Commissioner Fischer's preoccupation with a personnel issue.

3. Christine Kennedy - Clackamas County - Leadership challenges

**VI. COUNTY ADMINISTRATOR UPDATE** <https://www.clackamas.us/meetings/bcc/business>

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

**Adjourned 11:37AM**



# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, March 25, 2021 - 10:00 AM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Sonya Fischer  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Mark Shull

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\*Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

**\*\*\*COVID Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

## **I. BOARD DISCUSSION ITEMS** <https://www.clackamas.us/meetings/bcc/business>

1. Approval of a Resolution Reaffirming Clackamas County as Non-Partisan (Gary Schmidt, County Administration)

~Board Discussion~

Commissioner Savas: I move for approval of a resolution reaffirming Clackamas County as Non-Partisan

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

## **II. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

### A. Health, Housing & Human Services

1. Approval for Amendment #7 to a Revenue Agreement with Providence Health Plan, Providence Health Assurance and Providence Plan Partners. No county funds, this is service revenue – *Health Centers*
2. Approval of an Amendment to a Contract with Northwest Family Services for Culturally Specific Go Team in Response to the COVID-19 Pandemic. Amendment value is \$179,130 increasing the contract maximum to \$316,175. No general funds involved. – *Behavioral Health*
3. Approval of an Intergovernmental Agreement with the City of Portland to access and use the Homeless Management Information System. The cost will not exceed \$100,000 and will be funded through a COVID Grant. No general funds involved. – *Community Development*

### B. Department of Transportation & Development

1. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Lolo Pass Road Stabilization and Surface Preservation Project and Authorizing Good Faith Negotiations and Condemnation Actions. The right of way budget for this project is \$15,000 and is included in the \$4,104,731 total project budget with funding through County Roads Fund and Federal Lands Access Program.

### C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office (CCSO) to Enter into an Intergovernmental Agreement with the Tri-County Metropolitan Transportation District of Oregon (TriMet) to Provide Transit Police Services. TriMet will fully compensate the Sheriff's Department for the actual cost of salary and benefits for the personnel assigned to provide patrol services. – *Clackamas County Sheriff's Department*

- D. Technology Services
  - 1. Approval to Purchase SecureAuth Subscription for Identity/Access Management and Multifactor Authentication. Annual payments of \$56,116.94 for a total of \$168,350.82 over three years. This will come out of existing technology services allocated in the budget. – *Procurement*
- E. Juvenile Department
  - 1. Approval of Award for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2018 Local Solicitation. This grant would provide \$36,423 to Clackamas County, no match required.
  - 2. Approval of Award for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2020 Local Solicitation. This grant would provide \$41,824 to Clackamas County, no match required.
  - 3. Approval of a Contract with Parrott Creek Child and Family Services, Inc. for the Outpatient Juvenile Sex Offense Treatment Program Services. Total contract value of \$460,000 with \$60,000 coming from General Fund and anticipated Oregon Youth Authority Individualized Services funding \$32,000 annually. – *Procurement*
- F. Community Corrections
  - 1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Oregon State Parks, Milo McIver State Park to provide Work Crew Services from March 1, 2021 through June 30, 2021. The IGA will provide \$30,000 in revenue to support the Community Service program.
- G. Disaster Management
  - 1. Approval of Amendment #9 to an Intergovernmental Agreement with The State of Oregon, Housing and Community Services Department to Provide Grant Funding Up to A Not to Exceed Amount. This will increase the Not to Exceed amount of \$33,214,058, an increase of \$1,467,031. No general funds are involved.
  - 2. Approval of Amendment #7 to an Intergovernmental Agreement with The State of Oregon, Housing and Community Services Department to Provide Grant Funding Up to A Not to Exceed Amount. This will increase the Not to Exceed amount of \$31,747,027, an increase of \$5,759,859. Funds come through federal pass-through funds from CARES Act & State of Oregon Emergency State General Funds. No County General Funds.

Christina Terwilliger read consent agenda

Commissioner Fischer: I move for Approval of the consent agenda

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

**Chair Smith:** I will now announce the Board will Recess as the Board of County Commissioners and Convene as the North Clackamas Parks and Recreation District for the next consent agenda.

*(Gavel)*

### **III. CONSENT AGENDA NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

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

- 1. Approve Trail Easement Agreement Granted by Pedcor Investments to North Clackamas Parks and Recreation to provide for a Portion of the Future Phillips Creek Trail. No fiscal impact at this time.

Christina Terwilliger read consent agenda

Commissioner Savas: I move for Approval of the consent agenda

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

**Chair Smith:** I will now announce the Board will adjourn as the North Clackamas Parks and Recreation District and Reconvene as the Board of County Commissioners for the remainder of the meeting.

*(Gavel)*

**IV. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

In Person

1. Nicole Reerden – West Linn – Schools and North Clackamas School District.
2. Yvonne Lazarus – Oak Grove – Statement, Metro and Transfer center on Jennifer Street, Veterans Meeting, Shooting in Boulder.
3. John Knotts – Sandy – Women and psychology, Bridge between Sandy and Haines and load issues, Taxes, property loss and the assessed value.
4. Les Poole – Gladstone – Nonpartisan agreement, Commissioner Fischer and Commissioner Shull, Metro.

Zoom

1. Jason Pierson – Happy Valley – Obligation of Commissioners- Commissioner Shull
2. Christine Kennedy – Lake Oswego - County leadership challenges – County Fair, Vaccinations, Diversity in Leadership,

**V. COUNTY ADMINISTRATOR UPDATE** <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 3-23-2021 Request for Ratification by the BCC At the 3-25-2021 Business meeting.	Under the COVID-19 emergency declaration, I signed three facility agreements on your behalf. They are with Clackamas Mall, LLC; Clackamas County Fairgrounds; and Bridges to Change. All are for COVID-19 vaccination clinics. There are no costs involved. The only costs would be to restore the facilities to their original state if needed. If needed, this will be paid by COVID/CARES Act funding, no General Funds.
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 3-23-2021 Request for Ratification by the BCC At the 3-25-2021 Business meeting.	
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 3-24-2021 Request for Ratification by the BCC At the 3-25-2021 Business meeting.	

Commissioner Shull: I move to Ratify these items

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

**VI. COMMISSIONERS COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

***Adjourned 11:57AM***

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, April 1, 2021 - 10:00 AM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Sonya Fischer  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Mark Shull

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Discussion on Lladk, the dog

~Board Discussion~

Head nod by the Commission asking to release the dog once the full bill has been paid, yes nods:

Chair Tootie Smith

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Mark Shull

No:

Commissioner Sonya Fischer

4-1 the dog will be released once the bill is paid.

**Chair Smith:** I will now announce the Board will Recess as the Board of County Commissioners and Convene as Housing Authority Board for the next item.

### **I. HOUSING AUTHORITY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

1. Approval of Resolution #1953 under the Housing Authority 2021 Annual Plan. \$16,077,000 for section 8 vouchers, \$1,890,000 in public housing funds and \$1,382,947 in Capital Grant Program funds. No general funds are involved.

Commissioner Shull: I move for Approval of the consent agenda

Commissioner Savas: Second

the Clerk called the Poll

Commissioner Leenstra: Aye

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 6-0.

**Chair Smith:** I will now Announce the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners.

### **II. PRESENTATION** <https://www.clackamas.us/meetings/bcc/business>

1. Proclamation to Make April 2021 Grange Month – *County Administration*

Commissioner Schrader: Moved

Commissioner Shull: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

### **III. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

1. First Reading of Ordinance No. \_\_\_\_\_ Amending Chapter 10.03, Determination of Waste Management Fees

In Person Metro:

1. John DiLorenzo – Explained about the ordinance
2. Yvonne Lazarus – Jennifer Street Metro station and wants to know what the tipping fee is
3. Les Poole – Metro Issue

Metro Public Hearing Zoom

1. Eric Fruits - Clackamas County – Metro Issue
2. Lisa S - Clackamas County – Metro Issue
3. Richard Burke - Silverton – Metro Issue

~Board Discussion~

Commissioner Shull: Moved

Commissioner Savas: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

The Second Reading will be Thursday, April 15, 2021 at the Board's regular scheduled Business meeting at 10 AM.

### **IV. BOARD DISCUSSION ITEMS** <https://www.clackamas.us/meetings/bcc/business>

1. Board Order No. \_\_\_\_\_ on a Request for Use of Either a Utility Vehicle or All-Terrain Vehicle on Public Roads as an Accommodation Pursuant to the Americans with Disabilities Act, and Safety Concerns.

~Board Discussion~

Commissioner Shull: Moved

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

### **V. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of an IGA Amendment #1 with University of Wyoming, Wyoming Survey and Analysis Center. Amendment adds \$21,500 for the maximum value of \$216,500. No general funds are involved. – *CFCC*

2. Approval of Amendment No. 2 to the Cooperation Agreement with the Corvallis Neighborhood Housing Services Incorporated, dba DevNW and Community Development Division to provide additional Community Development Block Grant funds for Sanitary Sewer System Development Charges for Housing Project. This amendment would add \$80,000 for a total value of \$300,000 funded through the U.S. Department of Housing and Urban Development Community Development Block Grant. – *Community Development*

3. Approval for amendment #1 to an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission (CJC) for Mental Health Court (MHC) services. Grant in the amount of \$43,002.24, no matching funds and no general funds are involved. – *Health Centers*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to the Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project. Total cost estimated at \$770,365 with funding through Ferry Boat Discretionary Program (71.3%) and Road Fund Match (28.7%). No general fund

2. Approval of a Contract with Lyda Excavating Inc. for the D-Street Improvements Project. Contract value of \$3,459,488.50 which is budgeted in Development Agency Budget Project Fund #30316. -  
*Procurement*
- C. Business & Community Services
1. Approval of Amendment # 2 between Business and Community Services and Opsis Architecture LLP for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library Design and Permitting Services

Christina Terwilliger read consent agenda

Commissioner Savas: I move for Approval of the consent agenda

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

**Chair Smith:** I will now announce the Board will Recess as the Board of County Commissioners and Convene as the North Clackamas Parks and Recreation District for the next consent agenda.

*(Gavel)*

## **VI. CONSENT AGENDA NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

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

1. Approval of Amendment # 2 between Business and Community Services and Opsis Architecture LLP for the NCPRD Concord Property, Oak Lodge Library and Gladstone Library Design and Permitting Services

Christina Terwilliger read consent agenda

Commissioner Shull: I move for Approval of the consent agenda

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

**Chair Smith:** I will now announce the Board will adjourn as the North Clackamas Parks and Recreation District and Reconvene as the Board of County Commissioners for the remainder of the meeting.

*(Gavel)*

**\*\*\*Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

**\*\*\*COVID Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

## **VII. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

General Public Hearing In person

1. Debra Westcott – Boring – Commissioner Shull
2. Lynn Wunische – Sandy – Commissioner Shull, Metro Waste
3. Yvonne Lazarus – Milwaukie – Veterans Meeting; Metro Jennifer Street Station;
4. JR Knotts – Sandy – Tax payers/Veterans; Tax issues; Land Use and bringing the film industry back in.
5. Les Poole – Gladstone – Recommend video of saw tell road and watershed; Wildfires; email that was sent to EI.
6. Elvis Clark – Issues Metro Income Tax
7. Bill Wehr – Damascus – Veterans Committee; Budget Committee;

General Public Hearing Zoom

1. Christine Kennedy - Leadership 90 day review

**VIII. COUNTY ADMINISTRATOR UPDATE** <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County  
[Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Heath, Housing and Human Services. Signed by Gary Schmidt – 3-30-2021 Request for Ratification by the BCC At the 4-1-2021 Business meeting.	Under the COVID-19 emergency declaration, I signed a contract on your behalf. Approval of a Subrecipient Grant Agreement Amendment with Ant Farm, Inc. to provide CARES funded rent assistance services. This amendment adds \$7,482,463 to the total contract amount of \$9,319,588. All funds are COVID relief funds and state and federal grants. No general funds. The contract duration is until December 31, 2021.

Commissioner Shull: Moved  
Commissioner Schrader: Second  
the Clerk called the Poll  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Commissioner Shull: Aye.  
Chair Smith: Aye –the motion carries 5-0.

**IX. COMMISSIONERS COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

**Adjourned 12:51PM**



April 6, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Nancy Bush**  
Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

Approval to Apply for State Homeland Security Grant FY21 Funding

<b>Purpose/Outcome</b>	Disaster Management requests approval to apply for the State Homeland Security (SHSP) Grant Fund for FY21 for all Clackamas County jurisdictions.
<b>Dollar Amount and Fiscal Impact</b>	Application is a combination of competitive and base dollars. Base (guaranteed dollars): \$139,712.12; Competitive application dollars: \$652,807.88. The competitive dollars are estimates given current information. They may change slightly. Jurisdictions that are awarded dollars will have their own agreements with Oregon Office of Emergency Management (OEM).
<b>Funding Source</b>	Federal Homeland Security dollars being distributed by OEM
<b>Duration</b>	September 2021 – February 2023 (est.)
<b>Previous Board Action/Review</b>	No previous action.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Clackamas County will have coordinated, aligned and focused strategy to achieve resilience.</li> <li>2. Ensure Safe, Healthy and Secure Communities.</li> </ol>
<b>Counsel Review</b>	Council review is not required until agreement is awarded
<b>Procurement Review</b>	Grant application. Procurement review is not required.
<b>Contact Person</b>	Daniel Nibouar – 503-655-8378

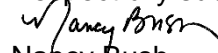
**BACKGROUND:** The SHSP grant program supports implementation of state homeland security strategies to address planning, organization, equipment, training and exercise needs to prevent, prepare for, protect against, and respond to, acts of terrorism and other catastrophic events. The dollars the program is applying for are for Clackamas County government as well as other Clackamas jurisdictions as required by OEM. However, jurisdictions that receive awards will have their own agreement with OEM.

Projects expected in this application are: CCSO Armored Vehicle (\$330,000); Milwaukie Aerial Support (\$25,000); Shelter Trailers DM (\$36,000); Fire District Zone Planning FDB (\$75,000); Bollards for Millennium Park Plaza Lake Oswego (\$75,404); Fire Ops Center CFD (\$24,900); CERT Funding Lake Oswego (\$10,646); Unmanned Aerial Systems CFD (\$40,270); Portable Generators DM (\$25,000); Donations Planning DM (\$75,000); Disaster Resource Center Planning (\$75,000) for a total of \$792,520.

**RECOMMENDATION:**

Staff recommends that the BCC approve that Disaster Management staff apply for SHSP grant dollars for all jurisdictions in Clackamas County.

Respectfully submitted,

  
Nancy Bush  
Director



# Financial Assistance Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department: \_\_\_\_\_

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

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

Name of Funding Opportunity: \_\_\_\_\_

Funding Source: Federal    State    Local

Requestor Information (Name of staff person initiating form): \_\_\_\_\_

Requestor Contact Information: \_\_\_\_\_

Department Fiscal Representative: \_\_\_\_\_

Program Name or Number (please specify): \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Name of Funding Agency: \_\_\_\_\_

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

### OR

Application Packet Attached:    Yes    No

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule: _____	_____	_____

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

**Mission/Purpose:**

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

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

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

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

**Organizational Capacity:**

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

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

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

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

**Collaboration**

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

**Reporting Requirements**

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

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

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

**Fiscal**

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

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

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

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

Program Approval:

Name (Typed/Printed)	Date	Signature

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

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

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Name (Typed/Printed)	Date	Signature

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

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

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

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

<b>COUNTY ADMINISTRATOR</b>	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

**OR**

Policy Session Date:

---

County Administration Attestation

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



CHRISTINA L. McMAHAN  
DIRECTOR

JUVENILE DEPARTMENT

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

April 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with Portland State University for  
Reclaiming Futures License**

<b>Purpose/ Outcomes</b>	Reclaiming Futures is a national organization that focuses on helping communities, youth-serving organizations, juvenile justice agencies, and community partners effectively address and serve youth who have substance abuse and/or behavioral health issues, and their families. This 26-month license provides the Clackamas County Juvenile Department, and Clackamas County youth-serving partner agencies/organizations access to Portland State University’s “Reclaiming Futures Model” content, suite of screening instruments, toolkits, training, collaborative support, technical assistance, and consultation for the planning, implementation, and sustainability of the model in Clackamas County. The initial phase of work will include Clackamas County’s participation in a one-year demonstration project designed to field-test an innovative solution to the screening and referral requirements of Oregon’s recently enacted Measure 110.
<b>Dollar Amount and Fiscal Impact</b>	\$180,000 license cost, with \$140,000 from Clackamas County Juvenile Department (currently budgeted in the Juvenile Department’s FY20-21 approved budget but delayed in expending due to COVID-19), and \$40,000 of one-time-only external grant match to be paid with grant funds to Portland State University for accomplishing the work required by this IGA.
<b>Funding Source</b>	\$140,000 from County General Funds <b>and</b> \$40,000 one-time-only external grant match through Portland State University
<b>Duration</b>	Effective May 1, 2021 and terminates on June 30, 2023
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. The purpose of the Assessment Program is to provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services.

	<p>2. The purpose of the Evaluation and Treatment Services Program is to provide targeted evaluation services, treatment referrals and skills groups' referrals, and individualized case planning services to youth referred to the Department so they can successfully complete individualized case plan goals that promote positive change.</p> <p>3. Ensure safe, healthy, and secure communities.</p>
<b>Counsel Review</b>	JM- March 31, 2021
<b>Procurement Review</b>	Did this purchase go through the Procurement Division: N/A
<b>Contact Person</b>	Ed Jones, Administrative Services Manager – Juvenile Department 971-806-7862
<b>Contract No.</b>	

**BACKGROUND:**

Portland State University's Reclaiming Futures brings effective public health and treatment practices to the nation's juvenile justice and education systems. Reclaiming Futures is a national organization dedicated to improving behavioral health outcomes for youth and families, by working with local jurisdictions to implement developmentally appropriate and evidence-based treatment responses sustained by community supports. It works to change the culture of youth-serving systems around the common goal of achieving equity, justice, and better outcomes for youth and families. Reclaiming Futures was launched in 2001 with 10 sites, and now includes more than 40 jurisdictions across over 20 states. Its six-step model incorporates screening, brief intervention, assessment, service coordination, initiation of services, engagement, and community supports. The model's foundational elements are: acknowledgment of the need for work along a public health continuum from health promotion to intensive intervention; applying a critical lens on the intersection of justice and public health and the roles played by all the youth serving systems; focusing on addressing racial and ethnic disparities and bias toward LGBTQ+ youth; working across systems; being deliberate, practical, and data-driven; and recognition that the family and community need to be the center of this work.

The mission of the Clackamas County Juvenile Department is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community. Substance abuse is a significant risk factor for justice-involved youth. Comparing youth the Juvenile Department assessed with a Juvenile Crime Prevention Risk Assessment in 2018-2019 and those in 2019-2020 (from May to May and prior to the full impacts of Covid-19), we saw a 28% increase in the number of youth who were using substances beyond experimental use, and a 19% increase in youth who began their substance use prior to age 13. Implementing the Reclaiming Futures model will assist the Juvenile Department in achieving its mission, and support multi-system and collaborative work that will provide critical services to youth with substance abuse and/or behavioral health issues and their families. Additionally, Oregon recently passed Measure 110, which decriminalized many illegal drugs. The impacts from this change in the law are yet

unknown, and this is an expressed area of concern held by many public safety and youth-serving partners with regard to the well-being of youth in Clackamas County.

This IGA also includes participation in the demonstration project that will help Clackamas County develop a response to Measure 110.

Attached is a new Intergovernmental Agreement (IGA) for the Reclaiming Futures 26-month license with Portland State University.

**RECOMMENDATION:**

Staff recommends the Board approval of the IGA for the Reclaiming Futures license with Portland State University to implement and sustain the Reclaiming Futures model in Clackamas County.

Respectfully submitted,



Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-919-1306

## INTERGOVERNMENTAL AGREEMENT BETWEEN PORTLAND STATE UNIVERSITY AND CLACKAMAS COUNTY

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and Portland State University (“University”), an institution of higher education in the State of Oregon, collectively referred to as the “Parties” and each a “Party.”

### RECITALS

By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government, other state agencies, or the United States of America for the performance of any or all functions and activities that the Parties to the Agreement, its officers, or agents have the authority to perform.

County has authority to enter to perform under this Agreement pursuant to ORS 190.110.

University is a Public University with Governing Board and authority to perform under this Agreement pursuant to ORS 352.087.

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

### TERMS

1. **Term.** This Agreement shall be effective upon execution and shall expire twenty-six (26) months after execution. Additional years provided upon successful and complete payment of subsequent invoices.
2. **Scope of Work.** The Scope of Work is contained in Exhibit A attached hereto and incorporated by reference into this Agreement. As a condition of the license granted herein, University agrees to perform the work (“Work”) described in the Scope of Work in accordance with the terms and conditions of this Agreement, including the Scope of Work in Exhibit A.
3. **Consideration.** The County agrees to pay University, from available and authorized funds, a sum not to exceed one hundred forty thousand dollars (\$140,000.00) with an additional forty thousand dollars (\$40,000.00) external grant match to be paid with grant funds to University for accomplishing the Work required by this Agreement.
4. **Payment.** All payments are nonrefundable and noncreditable, and due and payable to University within 30 days from the date of the invoice. Should payment not be received from County within thirty (30) days after invoice, University, at its sole discretion, may end County’s access to Work and terminate this Agreement. All amounts payable to University under Agreement are payable in United States dollars. Payments shall be made to University following the County’s review and approval of invoices submitted by University. University shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
  - A. *University Representations and Warranties:* University expressly disclaims any and all warranties, whether express or implied, pertaining to the merchantability or fitness for a particular purpose of work or any subject matter otherwise provided to County under this Agreement.



- B. *County Representations and Warranties*: County represents and warrants to University that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the University may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the University may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the University shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The University may terminate this Agreement in the event the University fails to receive expenditure authority sufficient to allow the University, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the University is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

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

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

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
  - A. Clackams County Juvenile Department Director [Christina McMahan], or their designee will act as liaison for the County.

**Contact Information:**

Name: Ed Jones, Administrative Services Manager – Juvenile Department  
Address: 2121 Kean Road, Oregon City, OR 97045  
Telephone: 974-806-7862  
Email: ejones@clackamas.us

The Director of Innovation & Intellectual Property or their designee will act as liaison for the University.

**Contact Information:**

Portland State University  
PO Box 751, Mailcode RGS  
Portland, OR 97207  
Telephone: 503-725-8454  
Email: iip@pdx.edu

10. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Parties shall permit authorized representatives from the other Party access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Intellectual Property and Grant of License.** University owns the right, title, and interest in and to the Intellectual Property, Work(s), and derivatives, as described in Exhibit A (the “Work” or “Works”), which were created in the course of research or scholarship at University.
- F. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement and Exhibit A constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- G. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- H. **No Third-Party Beneficiary.** University and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- I. **Assignment.** Neither Party may assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the other Party.
- J. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- K. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- L. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- M. **Confidentiality.** "Confidential Information" means information of any form or format disclosed by either Party pertaining to the Work and identified at the time of disclosure as not for public release, or if orally disclosed, reduced to written form and identified as not for public release within thirty (30) days of disclosure. Confidential Information does not include information which (i) Party can demonstrate was previously known, or (ii) has been independently developed by the Party by those without access to Confidential Information, or (iii) has been obtained by the Party from sources not breaching any obligation to the other Party; or (iv) which is or in the future becomes public knowledge other than through acts or omissions of the Party; or (v) is required to be disclosed by operation of law or the action of a court of competent jurisdiction.

Parties shall hold Confidential Information in confidence for five (5) years from date of disclosure, using safeguards at least comparable to those by which Party handles its own similar confidential information, but in any case not less than reasonable safeguards. Parties shall not disclose Confidential Information to any third party, including without limitation any patent or copyright office.

County acknowledges that University is subject to, and will treat appropriately marked Confidential Information as confidential to the extent permitted under the Oregon Public Records Law (ORS 192.410-192.505).

- N. **No Attorney Fees.** Each party shall be responsible for its own attorneys' fees and expenses.

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

*Clackamas County*

*Portland State University*

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Travis Woodland, Director, Innovation  
& Intellectual Property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A

SCOPE OF WORK

*PSU Innovation & Intellectual Property*

**Instructions for accessing the Reclaiming Futures name and content**

“Reclaiming Futures” is a trademark held by Portland State University for the purposes of encouraging standards around programs of the same name at sites around the country. Furthermore, copyright content, as described in Schedule A, is associated with the Reclaiming Futures program. The licensing fees associated with the use of the name and content are used to support the Reclaiming Futures program and central support at Portland State University.

Access for partners to the Reclaiming Futures name and content is provided through this PSU Innovation & Intellectual Property License program. The license fee structure for our partners is identified in Schedule B of the attached non-exclusive license agreement.

To subscribe to Reclaiming Futures and gain access to the community:

- 1. Fill out registered business address on page 4 and administrative contact on page 6.**
- 2. Have the license signed on page 5 by an authorized representative.**
- 3. Scan and email the completed agreement to [iip@pdx.edu](mailto:iip@pdx.edu).**

PSU will then email a copy of the executed agreement to you with an invoice (if applicable). The invoice will include a license agreement number. Make check payable to: **Portland State University**, and please indicate the license number and invoice number on your check. Please mail the license fee to:

Director, IIP  
Research & Graduate Studies  
Portland State University  
PO Box 751- Mailcode RGS  
Portland, OR 97207-0751

Please contact our office if you have any questions about this process.

Innovation & Intellectual Property  
Phone: (503) 725-9859

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License “Agreement” is between the signatory of this Agreement, hereafter referred to as “Licensee”, and Portland State University, an institution of higher education in the State of Oregon, located in Portland, Oregon, hereafter referred to as “University”. The parties agree as follows:

### **Background**

University desires to have organizations join the Reclaiming Futures family of partners, to fulfill the mission of the program and serve their communities, and to allow use of the Trademark and access to the Work(s) under certain terms and conditions.

Partner is an organization involved in providing Services, and desires to accept a license to use the mark “Reclaiming Futures” and to have access to Work(s) in connection with Services.

Partner recognizes the value of the goodwill associated with the Reclaiming Futures trademark and the need for adherence by Partner to the Quality Control Standards outlined in this Agreement.

### **Ownership**

University owns the right, title, and interest in and to the Trademark “Reclaiming Futures” and copyright Work(s), as described in Schedule A (the “Work” or “Works”), which were created in the course of research or scholarship at University.

University desires such Work(s) to be utilized for the public benefit to the fullest extent possible. As such, University is willing to grant a Non-Exclusive License to Licensee subject to the terms and conditions set forth in this Agreement.

### **Definitions**

“Administrative Contact” means an individual authorized by Licensee to receive access to the Work(s) and notices from University, as defined in the signature block of this Agreement.

“Agreement” means this Non-Exclusive License Agreement, with attached Schedules.

“Effective Date” shall be the last signed date of this Agreement.

“Field of Use” shall have the meaning outlined in Schedule B.

“License Fee(s)” shall mean the amount due from Licensee for the permissions provided by this Agreement, as set forth on Schedule B, as updated from time to time by the parties.

“Quality Control Standards” means the standards listed in Schedule C.

“Services” means providing information and professional coaching in the field of treatment of adolescent substance abuse and mental health issues.

“Trademark” means the registered trademarks Reclaiming Futures

“Works” shall have the meaning described in Schedule A provided by University to Licensee under this agreement.

**Trademark**

Beginning on the Effective Date, and subject to and conditioned upon Partner’s performance and satisfaction of the conditions set forth in this Agreement, specifically the Quality Control Standards, University hereby grants to Partner a non-exclusive, non-transferable right and license to use, reproduce, and distribute the Trademark during the Term and within the Territory solely in connection with Services.

Partner shall have the right to use and otherwise exploit in all respects the Trademarks in connection with the Services including, without limitation, the advertisement and promotion thereof, conditioned however on any such use, advertisement or promotion complying with this Agreement and all applicable local, state and federal laws.

**Works Grant**

Beginning on the Effective Date, and subject to and conditioned upon Licensee’s performance and satisfaction of the conditions set forth in this Agreement, such as standards and obligations set forth in Schedule B, University hereby grants to Licensee, and Licensee accepts, a limited, non-transferable, non-exclusive license for internal purposes to copy, display, perform, and distribute Works in the Field of Use.

Licensee may also make derivatives of the Works to the extent necessary to add Licensee’s own brand or mark to the Works prior to internal distribution. Other derivative works may not be made without express permission by University.

Licensee acquires no proprietary interest in Work. Licensee shall not remove or obscure rights management markings, such as copyright and trademark notices, from Works or materials from Works.

Licensee shall not sublicense, sell, lend, rent, lease, or otherwise transfer all or any of Works or rights granted herein.

**Quality Control**

University shall have the right to exercise quality control over Licensee's use of the Trademarks to a degree reasonably necessary to maintain the validity of the Trademarks and to protect the goodwill associated therewith. Partner recognizes and approves the quality of Licensor's goods and services heretofore provided by University under the Trademarks in the Territory.

Partner shall use the Trademarks only in a manner and form: (i) designed to maintain the high quality of the Trademarks; (ii) consistent with the use of the Trademarks by University and general industry standards; (iii) that protects University's ownership interest therein; (iv) that complies with all applicable federal, state, local and foreign laws, rules and regulations; and (v) that conform to the Licensor's Quality Control Standards as outlined in Schedule C.



University may modify the Quality Control Standards from time to time at University's sole discretion.

At the request of University (which shall for the removal of doubt be under no obligation to make any such requests), Partner shall (at no cost to University) furnish to University such samples or other evidence or documentation as may reasonably be required by the University in order for University to verify compliance with Quality Control Standards of any materials evidencing or related to the manner and context of the use and display (or proposed use and display) of any of the Trademarks in connection with the Services including, without limitation, on communications, packaging, hang-tags, advertising, promotional literature, press releases, labels or other printed matters, or media. Such samples shall be delivered to University within 15 business days of receipt of such request.

**Communications**

University may provide certain instruction to Licensee in regard to the interpretation and presentation of the Works, in order to enable Licensee's optimal use of the Work.

Notices to Licensee shall be sent to the registered business address.

**Confidentiality**

"Proprietary Information" means information of any form or format disclosed by University to Licensee pertaining to the Work and identified by University at the time of disclosure as not for public release, or if orally disclosed, reduced to written form and identified by University as not for public release within thirty (30) days of disclosure. Proprietary Information does not include information which (i) Licensee can demonstrate was previously known to Licensee, or (ii) has been independently developed by Licensee by those without access to Proprietary Information, or (iii) has been obtained by Licensee from sources not breaching any obligation to University; or (iv) which is or in the future becomes public knowledge other than through acts or omissions of Licensee; or (v) is required to be disclosed by operation of law or the action of a court of competent jurisdiction.

Licensee shall hold Proprietary Information in confidence for 5 years from date of disclosure, using safeguards at least comparable to those by which Licensee handles its own similar proprietary information, but in any case not less than reasonable safeguards. Licensee shall not disclose Proprietary Information to any third party, including without limitation any patent or copyright office.

**Payment**

Licensee shall pay to University License Fees as set forth on Schedule B, due within 30 days after the invoice. Should payment not be received from Licensee within thirty (30) days after invoice, University, at its sole discretion, may end Licensee's access to Work and terminate this Agreement.

**Term**

Agreement shall expire as set forth on Schedule B.

An extension of the term of this Agreement between Licensee and University shall execute upon payment of additional fees to be agreed on between parties. Both the additional term and the fees shall be stated on an invoice to be issued for the additional term. Such invoices, when paid, shall act as amendments to Schedule B.

**Notices**

All notices to University regarding this license agreement and payment hereunder shall be sent by U.S. mail or email per the following:

Portland State University  
PO Box 751, Mailcode RGS  
Portland, OR 97207  
Attention: Director, Innovation & Intellectual Property  
Telephone: 503.725.8454  
Email: [iip@pdx.edu](mailto:iip@pdx.edu)

All notices to Licensee shall be sent by U.S. mail or email to the registered business address per the following:

Clackamas County Juvenile Department  
2121 Kaen Road  
Oregon City, OR 97045  
[ejones@clackamas.us](mailto:ejones@clackamas.us)

**Termination**

Licensee may terminate this Agreement at any time upon thirty (30) days written notice to University.

University may terminate this Agreement upon notice if Licensee is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access to Works will be immediately terminated.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement shall terminate all rights and permissions granted to Licensee relating to Work. The obligation to pay any required License Fee due within sixty (60) days of the date of termination survives termination of this Agreement.

**Disclaimers**

The Works have been developed as part of research or scholarship conducted at Portland State University. The Works are experimental in nature and is made available "AS IS," without obligation by University to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with Licensee.

UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF WORK OR ANY SUBJECT MATTER OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

The Works may contain links to third-party websites that are not owned or controlled by University. University has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, University will not and cannot censor or edit the content of any third-party site. By using the Works, Licensee expressly agrees that University has no liability arising from Licensee's use of any third-party website.

**General**

Licensee may not assign any of its rights under this Agreement. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. In the event that any provision hereof is found to be invalid or unenforceable pursuant to a final judgment or decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto. Licensee and University are the only parties to this Agreement and are the only parties entitled to enforce its terms; nothing in this Agreement gives or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any third persons. Licensee agrees not to use the name of University or any of its employees, in any advertisement or sales promotion relating to any Work without prior written approval by University. This document represents the entire Agreement between the parties as to the matters set forth and integrates all prior discussions or understandings between them. This Agreement may only be modified or amended in writing by a document signed by an authorized representative of University and Licensee.

**Administrative Contact: (if different than signatory)**

Ed Jones-Clackamas County Administrative Services Manager

[ejones@clackamas.us](mailto:ejones@clackamas.us)

971-806-786

**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule A**  
**Work(s)**

Work(s) as used in this Agreement mean:

**Reclaiming Futures Trademark & Toolkit**

The Reclaiming Futures toolkit is designed to enhance the understanding of adolescent substance abuse, co-occurring disorders, juvenile justice, and family and community engagement and provides communities detail on implementing the Reclaiming Futures model to help adolescents break the cycle of drugs, alcohol, and crime. Sites can work through the curriculum as a team and will complete team exercises to reinforce the material after each module. Each module contains additional resources for further study. Sites should have at least five people (fellows) accessing the material, though they are encouraged to provide access for up to 30 people at the local site.

**SBIRT – Juvenile Justice (JJ)**

Reclaiming Futures has designed an innovative screening and brief intervention approach for young people which is focused on identifying and responding to signs of substance use and behavioral and mental health difficulty. This screening and brief intervention approach falls under the general framework known in the field of substance use treatment and prevention as SBIRT or Screening, Brief Intervention and Referral to Treatment, but is a unique adaptation and a copyrighted intellectual property that was created for the field.

Reclaiming Futures SBIRT-JJ model is designed for use along the continuum of settings that comprise the juvenile justice system. There is significant flexibility in where the approach can be used including juvenile probation settings, and court diversion. The copyright Work is captured in the form of a user’s manual and in a training curriculum based on the manual that is used in the training and implementation of SBIRT-JJ.

**SBIRT – School-Based (SB)**

A version of SBIRT designed for use along the continuum of settings that comprise school-based systems and is youth specific. The copyright Work is captured in the form of a user’s manual and in a training curriculum based on the manual that we use in the training and implementation of SBIRT-SB. It is a developmentally appropriate model and intervention originally developed for young people who have disciplinary problems at school such as truancy, and/or school-based system involvement.

The SBIRT-SB adaptation includes increased flexibility in session frequency, from one session to a maximum of five to accommodate class schedules, with optional parent/guardian sessions. The SBIRT-SB interventionist uses a structured decision-making approach to determine what is most feasible and appropriate for each youth. SBIRT-SB is designed to be highly engaging and “youth-centered” for use in potentially charged and stigmatized settings (e.g., school discipline). While SBIRT traditionally focuses specifically on substance use, Reclaiming Futures version provides opportunities for the SBIRT interventionist to focus on risk behaviors associated with the youth’s mental health in addition to substance use.

SBIRT-SB includes the following components:

- **Screening:** Screening with one of two possible screening tools that we endorse as effective companions to our SBIRT-SB model: The GAIN Short Screener, and in particular a version created by Reclaiming Futures with a strength-based dimension and a unique reporting function known as a Personal Feedback Report, or the CheckYourself Screening tool created by Seattle Children Hospital Center for Child Health, Behavior Development.
- **Brief Intervention:** Is a manualized approach based on Motivational Interviewing principles used to deliver two youth-only sessions, one individual caregiver session, and one youth and caregiver joint session.

**Referral To:** Most youth will not need specialty treatment. As such, the Referral To may also include referrals to assessment and/or other services and supports (e.g., mentoring; educational).

### **Family SBIRT**

Family SBIRT is an innovative screening brief intervention and case planning model for young people and their families who are involved or at-risk for involvement in the juvenile justice system. Family SBIRT is an evidence-based approach to identifying, preventing, and reducing risky or unhealthy behaviors in children and adolescents by collaboratively creating a family-focused intervention plan. It is not a therapeutic intervention. Rather, the goal of Family SBIRT is to identify the strengths, challenges, and needs of children and families in order to help empower and connect them to resources to begin working toward meaningful, sustainable behavior change.

### **Here to Help**

A Self-guided, interactive tool – delivered to respondents remotely - that helps the respondent identify and prioritize needs, difficulties and assets, and then to receive immediate, customized tips, affirmation, information and resources in their community.

The tool is meant to be holistic and to focus on a broad range of areas of functioning. Areas of focus include general health (including health issues associated with COVID-19 like loss of a loved one and access to health services, mental health and coping with stress, social connectedness, substance use, food and safety, and financial issues.

The tool is intended to be customized for local use based on existing local resources, support services, treatment agencies etc. Respondents have the option to request to speak to a practitioner (counselor, navigator, case manager and to link directly via video interface when appropriate. Respondents can also choose to remain anonymous.

The Here to Help tool may serve as the first step in a Screening Brief Intervention and Referral sequence referred to above. The tool produces aggregate data reports that can be useful for both individual triage and service planning as well policy changes at the agency and jurisdictional level.

### **My Kid’s Voice**

A self-guided, interactive tool designed for parents and children aged 5-12 designed to support a child’s well-being. The tool is delivered to respondents remotely and can be completed on a

tablet, phone or computer. The tool is designed to help parents identify and prioritize needs and difficulties their young child may be experiencing by them answer questions about their child within the tool, and then having their child fill out a brief section themselves. The tool may serve as the first step in a Screening Brief Intervention and Referral sequence for families, referred to as SBIRT or Family SBIRT.

The tool delivers three types of resources – immediate tips for how parents can respond to their child’s concerns with feedback and support, links to resources that can help them talk to and support their child around a range of topics, and a list of locally customized community-based resources like behavioral health counseling, youth and family support programs, and food and financial assistance.

Respondents have the option to request to speak to a practitioner eg., a school counselor, navigator, case manager or other support person determined by the licensee. The tool can give the respondent the option to remain anonymous unless they request to speak to a support person.

Individual or aggregate data reports can be produced that can be useful for both individual triage and service planning, as well as policy changes at the agency and jurisdictional level.

### **Behavioral Health RED**

A training and technical assistance framework aimed at helping local juvenile justice jurisdictions reduce racial and ethnic disparities at key behavioral health decision points.

The goal of the framework is to help jurisdictions and, in particular, treatment diversion programs like juvenile drug treatment courts, to deconstruct and measure the ways that the behavioral health decision points in juvenile justice are vulnerable to racial and ethnic biases.

The approach will begin with the way a site establishes norms and progresses through the continuum of decision steps involved in the process that leads a young person into and out of treatment - or a treatment focused alternative to incarceration - after first coming to the attention of the justice system.

The approach includes:

- An examination of norms to the practice of population screening and the use of screening tools.
- The way that treatment need and program eligibility are determined through assessment and diagnostics.
- How to define and respond to treatment engagement ("compliance"), progress and completion.
- Each of these decision steps is highly subjective and can be the source of racial bias in settings like juvenile treatment court where we know that kids of color are not succeeding.

The training and technical assistance approach helps sites realize the need to examine and measure the disproportional impact that these decision points can generate and offers a strategy to track this and take corrective action.

### **Restorative Practices Integrated Model**

The Restorative Practices Integrated Model builds an integrated practice model for middle and high schools that blends whole school public health approaches like universal Screening, Brief Intervention and Referral To Services (SBIRT), community engagement strategies and whole school restorative approaches. Two domains that operate within the school environment - the community health and wellness practices on the one hand, and the school climate and discipline policies and practices on the other hand, are very closely intertwined in terms of the key drivers of youth wellness outcomes, but are often not well aligned from a policy and practice standpoint. For example, schools who recognize the need for school discipline reform and trauma-informed interventions at the level of school climate, don't typically articulate how those kinds of reforms might impact or be supported by the schools' parallel efforts to understand and meet the behavioral health and substance use treatment needs of its student body. The SB-SBIRT & Restorative Practices Integrated Model helps schools transform discipline practices and improve school climate around indicators of diversity, equity and inclusion, as well as build community cohesiveness and reduce stigma around receiving support for mental health and substance use issues.

### **Reclaiming Futures planning, implementation and sustainability support**

In addition to the training and support associated with the implementation of the individual license elements outlined above, this license includes robust collaborative support from the Reclaiming Future's national office, faculty and consultants over the 26 months covered by the agreement. The focus of that support is to insure that the tools and program models described above are successfully integrated into a larger multi-system strategic plan developed by the Clackamas County Juvenile Department and associated stakeholders with the guidance of Reclaiming Futures and that a plan is in place to monitor and measure desired impacts and that a sustainability plan is in place. To that end the following implementation support elements are included with this licensing agreement:

- The assembly of a Reclaiming Futures Faculty Coaching Team led by Executive Director Evan Elkin, who will lead a 2 day site visit in each 13 month period of the 26 month agreement.
- The Coaching Team will remain available for consultation and support on a regular basis throughout the 26 months.
- The Coaching Team will be supplemented as needed by national content area experts to provide additional inputs and support as needed during implementation – for example to make a brief presentation to the Clackamas team on a topic of concern, to consult on a particular performance measurement challenge, etc.
- During the initial site visit Reclaiming Futures will lead the Clackamas team in a comprehensive strategic planning process that will form the basis of our work for the 26 month period. Reclaiming Futures will lead the Clackamas team in periodic reviews and revisions to the strategic plan and during the two site visit-over 26 months, we will lead a robust annual review of the plan.

- As this agreement includes a license to the Reclaiming Futures SBIRT models, the initial phase of our work together will involve participating in a multi-county pilot of a new SBIRT-based program to satisfy the requirements of Oregon Ballot Measure 110.
- Reclaiming Futures Executive Director will serve as the main point of contact with the Clackamas team and will at a minimum be available for monthly calls with Clackamas Juvenile Department Leadership.

**Only Work(s) and materials developed by University are covered by this Agreement.**



**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule B**  
**License Fee, Term, and Field of Use**

**License Fee and Payment Schedule:**

Licensee will pay University a license fee of \$180,000 for the license term of twenty-six (26) months and set to expire twenty-six (26) months after the Effective Date. \$40,000 of the license fee to be paid with grant funds to University.

Additional years provided at an annual license renewal fee of \$7,000, or then-current pricing solely for licensing of the Works listed in Schedule A, and upon successful and complete payment of subsequent invoices. Continued active involvement or implementation by University/Reclaiming Futures may be subject to additional costs negotiated and invoiced at renewal.

- (a) All payments are nonrefundable and noncreditable, and due and payable to University within 30 days from the date of the invoice.
- (b) All amounts payable to University under Agreement are payable in United States dollars.

**Field of Use:**

The field of use for the elements described above will include a broad range of settings within the various youth serving systems within Clackamas county including the Juvenile Department, school system, and community based organizations partnering with the Juvenile Department and school system.

**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule C**  
**Quality Control Standards**

Partner agrees not to use any of the Trademarks or Work(s) on or in connection with any products or services that are or could be deemed to be obscene, or pornographic, or that could be viewed as disparaging to University and Reclaiming Futures.

Furthermore, Partner agrees not to use the Work(s) without appropriate training from University or approved by University.



April 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Joint Permit Application for ODFW Eagle Fern Weir Removal Project

<b>Purpose/Outcome</b>	BCS – County Parks requests BCC Chair signature on Oregon Department of Fish and Wildlife (ODFW)s Joint Permit Application to the U.S. Army Corps of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality, for the Eagle Fern Weir Removal project.
<b>Dollar Amount and Fiscal Impact</b>	BCS – County Parks will pay \$960 toward the weir removal project. All remaining project costs of the \$129,000 project are being paid for by other parties
<b>Funding Source</b>	BCS – County Parks budget
<b>Duration</b>	<i>Project scheduled to be completed by 11/30/2021.</i>
<b>Previous Board Action/Review</b>	<i>Board approved support for the project at the 3/23/2021 Policy Session.</i>
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your department’s Strategic Business Plan goals?</i> Supporting this project aligns with the BCS strategic result of maintaining clean, safe, healthy parks by permitting a project to move forward which improves fish passage, restores natural stream function, and mitigates public safety concerns related to the weir as it ages.</p> <p>2. <i>How does this item align with the County’s Performance Clackamas goals?</i> Supporting this project aligns with the Performance Clackamas strategic priority of Honoring our Natural Resources by supporting improved fish passage and restoration of natural stream function.</p>
<b>Counsel Review</b>	<i>4/5/2021 A.R.N.</i>
<b>Procurement Review</b>	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: Item is a Permit Application and not subject to procurement.</p>
<b>Contact Person</b>	<i>Tom Riggs, BCS/Parks and Forestry Manager, 503-781-3137, <a href="mailto:triggs@clackamas.us">triggs@clackamas.us</a></i>
<b>Contract No.</b>	<i>N/A</i>

**BACKGROUND:**

On 3/23/2021, in a Policy session, BCS - County Parks, and Oregon Department of Fish & Wildlife (ODFW) staff presented a project proposal for removing a weir (dam) at Eagle Fern County Park, and requested a "Landowner Letter of Support". After the Board approved sending the letter of support, ODFW provided further clarification to Parks staff that they were looking for a signature on a "Memorandum of Understanding" and a "Joint Permit Application". Recognizing that these documents were more than a simple letter of support, BCS staff felt it necessary to bring these before you at Administrator's Issues prior to submittal for approval at a Business Meeting.

As discussed, the project involves ODFW working with several partner organizations to remove an old concrete weir, which was originally constructed as a recreational "swimming hole" feature at the park. The goals of removing the structure are to restore fish passage and natural channel processes, reduce streambank erosion risk, and reduce future safety concerns associated with the structure.

The project has not changed from what was described at Policy session.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the Joint Permit Application.

**ATTACHMENTS:**

Joint Permit Application – Eagle Fern Weir Removal

Respectfully Submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman  
Interim Director  
Business & Community Services

# Joint Permit Application

This is a joint application, and must be sent to all agencies (Corps, DSL, and DEQ). Alternative forms of permit applications may be acceptable; contact the Corps and DSL for more information.

Date Stamp

 <p><b>U.S. Army Corps of Engineers Portland District</b></p>	 <p><b>Oregon Department of State Lands</b></p>	 <p><b>Oregon Department of Environmental Quality</b></p>
Action ID Number	Number	

**(1) TYPE OF PERMIT(S) IF KNOWN** (check all that apply)

**Corps:**  Individual  Nationwide No.: 53  Regional General Permit \_\_\_\_\_  Other (specify):

**DSL:**  Individual  GP Trans  GP Min Wet  G P Maint Dredge  G P Ocean Energy  No Permit  Waiver

**(2) APPLICANT AND LANDOWNER CONTACT INFORMATION**

	Applicant	Property Owner (if different)	Authorized Agent (if applicable) <input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contractor
Name (Required)	Dave Stewart	Chair Smith	John Davorsky
Business Name	Oregon Dept. of Fish and Wildlife	Clackamas County	Waterways Consulting
Mailing Address 1	17330 SE Evelyn St	2051 Kaen Road	1020 SW Taylor St. #380
Mailing Address 2			
City, State, Zip	Clackamas, OR 97015	Oregon City, OR 97045	Portland, OR 97205
Business Phone	971-673-6035	Parks Contact, Tom Riggs 503-781-3137	Cell: 503-679-1101
Cell Phone			
Fax			
Email	dave.stewart@state.or.us	<a href="mailto:triggs@clackamas.us">triggs@clackamas.us</a>	johnd@watways.com

**(3) PROJECT INFORMATION**

**A. Provide the project location.**

Project Name Eagle Fern Dam Removal	<u>Latitude &amp; Longitude*</u> 45.32290°N 122.28811°W			
Project Address / Location 27505 SE Eagle Fern Rd Eagle Creek, OR 97022	City (nearest) Estacada			
	County Clackamas			
Township	Range	Section	Quarter / Quarter	Tax Lot
3S	4E	11	SW	200

Brief Directions to the Site: Enter Eagle Fern Park on Eagle Creek. The old dam structure is to your right as you enter the park just upstream from a foot bridge crossing Eagle Creek.

**B. What types of waterbodies or wetlands are present in your project area? (Check all that apply.)**

- River / Stream
  Non-Tidal Wetland
  Lake / Reservoir / Pond  
 Estuary or Tidal Wetland
  Other
  Pacific Ocean

Waterbody or Wetland Name**	River Mile	<a href="#">6th Field HUC Name</a>	<a href="#">6th Field HUC (12 digits)</a>
Eagle Creek	8	Clackamas	170900110503

\* In decimal format (e.g., 44.9399, -123.0283)

\*\* If there is no official name for the wetland or waterbody, create a unique name (such as "Wetland 1" or "Tributary A").

**C. Indicate the project category. (Check all that apply.)**

<input type="checkbox"/> Commercial Development	<input type="checkbox"/> Industrial Development	<input type="checkbox"/> Residential Development
<input type="checkbox"/> Institutional Development	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Recreational
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Restoration	<input type="checkbox"/> Bridge
<input type="checkbox"/> Dredging	<input type="checkbox"/> Utility lines	<input type="checkbox"/> Survey or Sampling
<input type="checkbox"/> In- or Over-Water Structure	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Other:

**(4) PROJECT DESCRIPTION**

**A. Summarize the overall project including work in areas both in and outside of waters or wetlands.**

This instream stream restoration project involves the removal of a low head dam on Eagle Creek to improve fish passage for ESA listed coho, chinook, steelhead and other resident fish and wildlife species. This low head dam structure is very small in relation to what some people may think of as a "dam". It is only 3 feet in height and is composed of concrete reinforced by rebar. There was a very similar sized dam removal project at Metzler Park in the Clackamas basin about 10 years ago. This project only required one day of in-water work to remove the entire structure. We believe this current project will be equally smooth and require minimal impacts to natural resources during construction.

We are removing a full spanning concrete dam (weir) that is eroding around the right bank and creating a hazard for recreationalists at Eagle Fern Park. By removing this fish passage barrier we will be improving passage for adult and juvenile salmonids throughout the migration season. There will be one wood structure placed on the right bank (looking downstream) and on the margin of the right channel to decrease erosional issues at this site, to provide access for the public to the river and to provide additional habitat for migrating and rearing salmonid populations.

The dam demolition sequencing is summarized as follows: Coordinate with ODFW to install fish block nets at upstream and downstream ends of the projects areas. Fish salvaging and relocation will be performed by ODFW before any ground disturbing activities.

Installation of a turbidity curtain will be placed at the downstream end of the work area to minimize fine sediments impacting the reach downstream. The Excavator will slowly work its way across the channel just downstream of the dam and will place bulk bags upstream of the dam as it move across. Once the excavator reaches the left side of the channel it will begin to demo the dam. Once the first half of the demo is complete, the excavator will cross to the other side of the channel to complete the demo from the left bank. Once the left part of the structure is completely removed, the excavator will work back across to the dam and place bulk bags to the side and downstream of the rest of the dam structure.

Another pass through salvage for fish would be completed within that new isolated area. Now, fish would be free to move upstream and downstream through the bypass section along the left side of the channel that we created in the previous step for the remainder of the project.

Then for the remainder of the removal of the dam we will be working in a mostly dewatered channel. There will still be small amounts of water in the area from seepage but there will be no fish in the area and no impacts from any large scale turbidity issues.

The initial removal of the left portion of the dam allows us to bypass the flow and isolate a significant portion of the work area from flowing water. Although we will still be working in the wet we are minimizing the water quality impacts by bypassing the flow and using bulk bags and turbidity curtains to isolate the excavator and dam demo and processing area.

The overall project should last less than two weeks with the in water implementation estimated at 1 week in length. That portion of the park will be closed to the public during the implementation which will occur the week after Labor Day of 2021 in order to minimize impacts to park recreationalists and conduct the work during the lowest flows of the year.

#### **B. Describe work within waters and wetlands.**

The dam removal will occur in Eagle Creek at Eagle Fern Park. Eagle Creek is a tributary to the Clackamas River within Lower Columbia River Conservation and Recovery area. Eagle Fern Park is located near River Mile 8 on Eagle Creek and just upstream from the confluence with the North Fork Eagle Creek.

The only jurisdictional areas that occur within the project site are waters of the state with no wetland identified. OHW was determined using the hydraulic model with verification in the field using standard indicators such as tree lines and/or depositional features.

The project set for construction in late summer, will remove a small low head dam that is a full channel spanning structure and is slowly eroding around the right bank bulk head. The removal of the dam will not only benefit endangered salmon in the basin but will decrease a safety hazard for people who use the park mainly during the summer months.

We will access the site from the right bank and the parking area. There is great access here and only one riparian tree that will need to be removed as part of access. This tree will be utilized as part of the large wood structure which will help to stabilize the bank and secure the sandy beach on the right bank just upstream.

We will not be dewatering the channel fully, but will be partially dewatering to remove flows completely. We will need to conduct a fish salvage which will be completed by ODFW Staff and other volunteers as part of the project team. The overall project should last less than two weeks with the in-water work closer to 1 week. That portion of the park will be closed to the public during the implementation which will occur the week after Labor Day of 2021.

#### **C. Construction Methods. Describe how the removal and/or fill activities will be accomplished to minimize impacts to waters and wetlands.**

The project set for construction in late summer will remove a small low head dam that is a full channel spanning structure and is slowly eroding around the right bank bulk head. We decided on implementing in the early part of September to do the work during the lowest flows of the year and after labor day when closing the park will have fewer impacts to recreationalists. This summer period will minimize impacts to juvenile salmonids as many of these populations have migrated out of the basin, but also help in decreasing impacts during our fish salvage activities. Lower summer flows will also mean less turbidity and potential impacts to spawning fish later in the season.

By starting at one side of the channel (left), removing a portion of the dam, and working our way across, this allows us to avoid a large scale dewatering action and even larger fish salvage. This also allows our experienced contractors to complete the project quicker and more efficiently. All actions are designed to stay out of the stream as much as possible but we are in a reach that is characterized by a bedrock base and larger substrate so we don't foresee any large turbidity issues. We will be monitoring turbidity to ensure we stay within background levels during the in-water work. Given the stream channel geology, and the great access, we have one of the best reaches to complete the work with minimal short term or long-term impacts to fish, wildlife or the natural function of the channel. There will be no channel grading as natural processes after removal will adjust to natural stream processes.

We are working with Waterways Consulting on this project who designed the removal and will be part of the implementation process. Waterways is one of the most respected and experienced stream restoration companies in the region. This experience will help minimize any potential impacts to the area and will allow us to quickly respond to any unforeseen obstacles that develop as we begin construction.

We will not be fully dewatering the stream channel, but will need to conduct a fish salvage in the partially dewatered area. The overall project should last less than two weeks with the in-water coming closer to 1 week in length. That portion of the park will be closed to the public during the implementation which will occur the week after Labor Day of 2021.

The right bank will be stabilized with grading, seeded and planted with trees where needed to decrease erosion potential during the first season. Within a year it will be almost impossible to even notice there was a dam at this location and by this time we should have juvenile and adult salmon freely migrating through the reach.

#### **(4) PROJECT DESCRIPTION (CONTINUED)**

##### **D. Describe source of fill material and disposal locations if known.**

The concrete dam structure will likely have some rebar and all of this structure will be taken off site and disposed of in a state approved processing site. Any of the grading on site will be removed if needed as well but most of the bank work will be incorporated into the new bank and large wood structure. There will be no fill material placed into the creek or any lowland areas or wetlands within the park.

The concrete, and all rebar will be removed from the channel and either taken to a recycling facility or to a permanent upland storage facility.

The large wood structure will be placed in the location of the former dam abutment and will utilize a tree generated on-site. Ballast boulders will be sourced from a local quarry and be of sufficient hardness to not degrade in riverine conditions. These boulders will all be placed on top of the tree and above the ordinary high water line (OHWL). The trench that will be dug will be filled mostly by the large wood we are using but there will be some minor backfill to fill the final gaps in the trench.

The fill used for the temporary bulk bags used in dewatering will be imported round river run material, free from fines and suitable for in-channel release following project construction.



**E. Construction timeline.**

What is the estimated project start date? 9/7/21

What is the estimated project completion date? 9/21/21

Is any of the work underway or already complete?  
If yes, please describe.  Yes  No

**F. Removal Volumes and Dimensions** (if more than 7 impact sites, include a summary table as an attachment)

Wetland / Waterbody Name *	Removal Dimensions					Time Removal is to remain**	Material***
	Length (ft.)	Width (ft.)	Depth (ft.)	Area (sq.ft. or ac.)	Volume (c.y.)		
Eagle Creek	105	9	3	954	45	Perm.	Steel Reinforced Concrete

**G. Total Removal Volumes and Dimensions**

Total Removal to Wetlands and Other Waters	Length (ft.)	Area (sq. ft or ac.)	Volume (c.y.)
Total Removal to Wetlands			
Total Removal Below Ordinary High Water	105	954.18	45.2
Total Removal Below <a href="#">Highest Measured Tide</a>			
Total Removal Below <a href="#">High Tide Line</a>			
Total Removal Below <a href="#">Mean High Water Tidal Elevation</a>			

**H. Fill Volumes and Dimensions** (if more than 7 impact sites, include a summary table as an attachment)

Wetland / Waterbody Name*	Fill Dimensions					Time Fill is to remain**	Material***
	Length (ft.)	Width (ft.)	Depth (ft.)	Area (sq. ft. or ac.)	Volume (c.y.)		
Eagle Creek	25	60	3	298	18.9	Perm.	Logs
Eagle Creek	114	3	3	342	28.5	Temp.	Sandbags

<b>(4) PROJECT DESCRIPTION (CONTINUED)</b>							
<b>I. Total Fill Volumes and Dimensions</b>							
<b>Total Fill to Wetlands and Other Waters</b>		<b>Length (ft.)</b>	<b>Area (sq. ft or ac.)</b>	<b>Volume (c.y.)</b>			
<b>Total Fill to Wetlands</b>							
<b>Total Fill Below Ordinary High Water</b>		139	640	47.4			
<b>Total Fill Below <a href="#">Highest Measured Tide</a></b>							
<b>Total Fill Below <a href="#">High Tide Line</a></b>							
<b>Total Fill Below <a href="#">Mean High Water Tidal Elevation</a></b>							
<p>*If there is no official name for the wetland or waterbody, create a unique name (such as "Wetland 1" or "Tributary A").</p> <p>**Indicate whether the proposed area of removal or fill is permanent or, if you are proposing temporary impacts, specify the days, months or years the fill or removal is to remain.</p> <p>*** Example: soil, gravel, wood, concrete, pilings, rock etc.</p>							

**(5) PROJECT PURPOSE AND NEED**

**Provide a statement of the purpose and need for the overall project.**

One of the biggest limiting factors for recovering ESA listed salmon and steelhead within the Lower Columbia River basin and tributaries, are fish passage obstructions. There are thousands around the state and the cumulative effect is hugely impactful for native migratory fish. Because of this, the state has identified priorities to benefit fish passage and as an agency ODFW is moving forward in identifying and obtaining funding to fix these barriers to fish. The Eagle Fern site has a very popular swimming hole above the dam structure. We have taken this into account in the design of the project and will be implementing protections that will increase safety for the long-term at this site.

It is because of this safety hazard posed by a failing dam that it was agreed unanimously by Clackamas County Park Staff, County Parks Board and the overall Clackamas County board to remove the dam and let the natural channel morphology recover at this site. Improving fish passage here will allow the natural channel form and function to provide more resiliency for migrating fish throughout Eagle Creek and the North Fork of Eagle Creek. Ultimately this project will be connected to other large wood projects, fish passage projects and numerous work within Eagle Creek sub-basin and the larger Clackamas basin to restore native migratory runs of fish.

**(6) DESCRIPTION OF RESOURCES IN PROJECT AREA**

**A. Describe the existing physical, chemical, and biological characteristics of each wetland or waterbody. Reference the wetland and waters delineation report if one is available. Include the list of items provided in the instructions.**

Eagle Creek supports wild populations of ESA listed coho salmon, chinook salmon, winter steelhead, cutthroat trout, lamprey species and various additional resident fish and wildlife species. These fish species use Eagle Creek for spawning, migration, and rearing as they prepare their next phase of their journey. This stream reach is composed of mostly bedrock, cobble and some gravel and sand. The reach has a gradient that might be characterized as a transport reach with limited large wood throughout and numerous riffles and rapids. The stream is surrounded by old forests that are owned and protected by Clackamas county and other large landowners who are all supportive of this project. This project will help to restore natural stream channel function that supports these ESA listed salmon and steelhead species.

**B. Describe the existing navigation, fishing and recreational use of the waterbody or wetland.**

Eagle Creek and Eagle Fern Park is a popular waterway for anglers and recreationalists in the park and throughout Eagle Creek. The river reach here is used by families and kids floating in the shallow pool upstream of the dam during the summer. There is good access here for anglers and throughout the lower reaches from the main highway. There are also some boaters that use Eagle Creek along with fishing in the creek downstream from this section. We will be using this project as a way to also teach users about restoration and dam removal projects. There will be a kiosk or similar signage created that will help teach park users over time about the project, the stream, the watershed and the benefits from the project.

## (7) PROJECT SPECIFIC CRITERIA AND ALTERNATIVES ANALYSIS

**Describe project-specific criteria necessary to achieve the project purpose. Describe alternative sites and project designs that were considered to avoid or minimize impacts to the waterbody or wetland.<sup>1</sup>**

There were a few alternatives we looked at and discussed prior to moving forward with the accepted alternative you see today.

Alternative 1: The first being the do nothing alternative and leave the site as is. If we went with this alternative we would continue seeing impacts to ESA listed fish from passage timing impacts and the safety hazard would continue to get more dangerous as the structure deteriorates.

Alternative 2: We discussed adding a lot more wood throughout this reach along with the dam removal project. This would have provided more habitat for fish but due to high costs and limitations in working within a bedrock dominated reach we decided this was not a good alternative.

Alternative 3. Remove the dam and do not add any wood. This would have provided less habitat for fish and would not have protected the public access point and beach which was a high priority for Clackamas county to ensure people could still easily and safely use the park and stream.

Alternative 4: We chose to go with alternative 4 which includes complete removal of the dam and one large wood structure. We agreed as a group on this alternative because we gain extra habitat for fish, protect most of the public's water resource and completely remove the dam at a very reasonable cost.

## (8) ADDITIONAL INFORMATION

Are there <a href="#">state</a> or <a href="#">federally</a> listed species on the project site?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Is the project site within designated or proposed critical habitat?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Is the project site within a national <a href="#">Wild and Scenic River</a> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
Is the project site within a <a href="#">State Scenic Waterway</a> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown

<sup>1</sup> Not required by the Corps for a complete application, but is necessary for individual permits before a permit decision can be rendered.

Is the project site within the [100-year floodplain](#)?  Yes  No  Unknown  
**If yes to any above, explain in Block 6 and describe measures to minimize adverse effects to those resources in Block 7.**

Is the project site within the [Territorial Sea Plan \(TSP\) Area](#)?  Yes  No  Unknown  
**If yes, attach TSP review as a separate document for DSL.**

Is the project site within a designated [Marine Reserve](#)?  Yes  No  Unknown  
**If yes, certain additional DSL restrictions will apply.**

Will the overall project involve ground disturbance of one acre or more?  Yes  No  Unknown  
**If yes, you may need a 1200-C permit from the Oregon Department of Environmental Quality (DEQ).**

Is the fill or dredged material a carrier of contaminants from on-site or off-site spills?  Yes  No  Unknown  
 Has the fill or dredged material been physically and/or chemically tested?  Yes  No  Unknown  
**If yes, explain in Block 6 and provide references to any physical/chemical testing report(s).**

Has a cultural resource (archaeological and/or built environment) survey been performed on the project area?  Yes  No  Unknown

Do you have any additional archaeological or built environment documentation, or correspondence from tribes or the State Historic Preservation Office?  Yes  No  Unknown  
**If yes, provide a copy of the survey and/or documentation of correspondence with this application to the Corps only. Do not describe any resources in this document. Do not provide the survey or documentation to DSL.**

Is the project part of a DEQ Cleanup Site? No  Yes  Permit number \_\_\_\_\_  
 DEQ contact. \_\_\_\_\_

Will the project result in new impervious surfaces or the redevelopment of existing surfaces? Yes  No   
**If yes, the applicant must submit a post-construction stormwater management plan as part of this application to DEQ's 401 WQC program for review and approval, see <https://www.oregon.gov/deq/FilterDocs/401wqcertPostCon.pdf>**

Identify any other federal agency that is funding, authorizing or implementing the project.

Agency Name	Contact Name	Phone Number	Most Recent Date of Contact
N/A			

List other certificates or approvals/denials required or received from other federal, state or local agencies for work described in this application.

Agency	Certificate / approval / denial description	Date Applied

Other DSL and/or Corps Actions Associated with this Site (Check all that apply.)  
 Work proposed on or over lands owned by or leased from the Corps (may require authorization pursuant to 33 USC 408). These could include the federal navigation channel, structures, levees, real estate, dikes, dams, and other Corps projects.

State owned waterway DSL Waterway Lease #:

Other Corps or DSL Permits Corps # DSL #

Violation for Unauthorized Activity Corps # DSL #

Wetland and Waters Delineation Corps # DSL #

Submit the entire delineation report to the Corps; submit only the concurrence letter (if complete) and approved maps to DSL. If not previously submitted to DSL, send under a separate cover letter

**(9) IMPACTS, RESTORATION/REHABILITATION, AND COMPENSATORY MITIGATION**

**A. Describe unavoidable environmental impacts that are likely to result from the proposed project. Include permanent, temporary, direct, and indirect impacts.**

The primary goal of this project is restore biological function and aquatic species movement and therefore has very few environmental impacts. There will be no adverse long-term impacts from the project only benefits as the natural stream processes benefit from the dam removal. There are some minor temporary impacts from the project.

The park ground will be disturbed from our equipment and we will have to remove one riparian tree. The right bank will also be partially excavated so equipment can access the dam. There will be some turbidity as small amounts of sand, fines and gravel get displaced during the work but our turbidity barrier will help to minimize any of the negative effects.

The equipment noise may impact other wildlife species as well but given the location at Eagle Fern park we don't foresee any of these impacts as unreasonable. The partners involved with this project have implemented many dam removal projects throughout our region of similar and much larger size and scale. This will help us deal with any issues that might arise as part of the project. The park is already fairly unnatural due to the roads, buildings and human activity. At the end of the day, there will be very little environmental impacts be it temporary or permanent associated with this project.

**B. For temporary removal or fill or disturbance of vegetation in waterbodies, wetlands or riparian (i.e., streamside) areas, discuss how the site will be restored after construction to include the timeline for restoration.**

We will be using temporary bulk bags around the structure to decrease impacts to the stream channel. We are only setting them on the bed of the channel and not doing any excavation to install them. Furthermore, they will be filled with clean, spawning size gravel which will be spread into the channel upon removal to be mobilized downstream in the winter months.

A small section of the right bank will be graded after we are finished with the instream work. This will be a small area where equipment will access the stream. This grading will meet the natural bank slope and we will stabilize and plant the bank with riparian trees. The access road is part of the current grassy park so there will be no need for planting. We will reseed the grass where needed and clean up the site so it's ready for public access. All of the stabilization work will be completed once the equipment is out of the channel. The bank and new riparian vegetation will be monitored by park staff and any adjustments or additional plantings can easily be made over time.

**Compensatory Mitigation**

**C. Proposed mitigation approach. Check all that apply:**

Permittee-responsible Onsite Mitigation

Permittee-responsible Offsite mitigation

Mitigation Bank or In-Lieu Fee Program

Payment to Provide (not approved for use with Corps permits)

**D. Provide a brief description of proposed mitigation approach and the rationale for choosing that approach. If you believe mitigation should not be required, explain why.**

N/A

**Mitigation Bank / In-Lieu Fee Information:**

Name of mitigation bank or in-lieu fee project:

Type and amount of credits to be purchased:

If you are proposing permittee-responsible mitigation, have you prepared a compensatory mitigation plan?

Yes. Submit the plan with this application and complete the remainder of this section.

No. A mitigation plan will need to be submitted (for DSL, this plan is required for a complete application).

**Mitigation Location Information (Fill out only if permittee-responsible mitigation is proposed)**

Mitigation Site Name/Legal Description	Mitigation Site Address	Tax Lot #	
County	City	Latitude & Longitude (in DD.DDDD format)	
Township	Range	Section	Quarter/Quarter

**(10) ADJACENT PROPERTY OWNERS FOR PROJECT AND MITIGATION SITE**

<input type="checkbox"/> Pre-printed mailing labels of adjacent property owners attached separately (if more than 30).	<b>Project Site Adjacent Property Owners</b>	<b>Mitigation Site Adjacent Property Owners</b>
<b>Contact Name</b> <b>Address 1</b> <b>Address 2</b> <b>City, ST ZIP Code</b>	Weyerhaeuser 3401 Industrial Way Longview, WA 98632	
<b>Contact Name</b> <b>Address 1</b> <b>Address 2</b> <b>City, ST ZIP Code</b>	BLM 1717 Fabry Rd SE Salem, OR 97306	
<b>Contact Name</b> <b>Address 1</b> <b>Address 2</b> <b>City, ST ZIP Code</b>	Soil and Water Conservation District 22055 S Beaver Creek Rd Beaver Creek, OR 97004	

**(11) CITY/COUNTY PLANNING DEPARTMENT LAND USE AFFIDAVIT  
(TO BE COMPLETED BY LOCAL PLANNING OFFICIAL)**

I have reviewed the project described in this application and have determined that:

- This project is not regulated by the comprehensive plan and land use regulations
- This project is consistent with the comprehensive plan and land use regulations
- This project is consistent with the comprehensive plan and land use regulations with the following:
  - Conditional Use Approval
  - Development Permit
  - Other Permit (explain in comment section below)

This project is not currently consistent with the comprehensive plan and land use regulations. To be consistent requires:

- Plan Amendment
- Zone Change
- Other Approval or Review (explain in comment section below)

An application or variance request has  has not  been filed for the approvals required above.

Local planning official name (print) Steve Hanschka	Title Senior Planner	City / County Oregon City / Clackamas
Signature		Date
Comments:		

**(12) COASTAL ZONE CERTIFICATION**

If the proposed activity described in your permit application is within the [Oregon Coastal Zone](#), the following certification is required before your application can be processed. The signed statement will be forwarded to the Oregon Department of Land Conservation and Development (DLCD) for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program and consistency reviews of federally permitted projects, contact DLCD at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301 or call 503-373-0050 or click [here](#).

**CERTIFICATION STATEMENT**

I certify that, to the best of my knowledge and belief, the proposed activity described in this application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

Print /Type Applicant Name	Title
Applicant Signature	Date



## (13) SIGNATURES

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities. By signing this application I consent to allow Corps or DSL staff to enter into the above-described property to inspect the project location and to determine compliance with an authorization, if granted. I hereby authorize the person identified in the authorized agent block below to act in my behalf as my agent in the processing of this application and to furnish supplemental information in support of this permit application. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. I understand that payment of the required state processing [fee](#) does not guarantee permit issuance. To be considered complete, the fee must accompany the application to DSL. The fee is not required for submittal of an application to the Corps.

**Fee Amount Enclosed**

\$

### Applicant Signature (required) must match the name in Block 2

Print Name

Title

Signature

Date

### Authorized Agent Signature

Print Name

Title

Signature

Date

### Landowner Signature(s)<sup>2</sup>

#### Landowner of the Project Site (if different from applicant)

Print Name

Title

Signature

Date

#### Landowner of the Mitigation Site (if different from applicant)

Print Name

Title

Signature

Date

### Department of State Lands, Property Manager (to be completed by DSL)

If the project is located on [state-owned submerged and submersible lands](#), DSL staff will obtain a signature from the Land Management Division of DSL. A signature by DSL for activities proposed on state-owned submerged/submersible lands only grants the applicant consent to apply for a removal-fill permit. A signature for activities on state-owned submerged and submersible lands grants no other authority, express or implied and a separate proprietary authorization may be required.

Print Name

Title

<sup>2</sup> Not required by the Corps.

Signature	Date

**(14) ATTACHMENTS**

- Drawings
  - Location map with roads identified
  - U.S.G.S topographic map
  - Tax lot map
  - Site plan(s)
  - Plan view and cross section drawing(s)
  - Recent aerial photo
  - Project photos
  - Erosion and Pollution Control Plan(s), if applicable
  - DSL / Corps Wetland Concurrence letter and map, if approved and applicable
- Pre-printed labels for adjacent property owners (Required if more than 30)
- Incumbency Certificate if applicant is a partnership or corporation
- Restoration plan or rehabilitation plan for temporary impacts
- Mitigation plan
- Wetland functional assessments, if applicable
  - Cover Page
  - Score Sheets
  - ORWAP OR, F, T, & S forms
  - ORWAP Reports
  - Assessment Maps
  - ORWAP Reports: Soils, Topo, Assessment area, Contributing area
- Stream Functional Assessments, if applicable
  - Cover Page
  - Score Sheets
  - SFAM PA, PAA, & EAA forms
  - SFAM Report
  - Assessment Maps
    - Aerial Photo Site Map and Topo Site Map (Both maps should document the PA, PAA, & EAA)
- Compensatory Mitigation (CM) Eligibility & Accounting [Worksheet](#)
  - Matching Quickguide sheet(s)
  - CM Eligibility & Accounting sheet
- Alternatives analysis
- Biological assessment (if requested by the Corps project manager during pre-application coordination)
- Stormwater management plan (may be required by the Corps or DEQ)
- Other
  - Please describe:

**For U.S. Army Corps of Engineers send application to:**

USACE Portland District  
ATTN: CENWP-ODG-P  
PO Box 2946  
Portland, OR 97208-2946  
Phone: 503-808-4373  
[portlandpermits@usace.army.mil](mailto:portlandpermits@usace.army.mil)

**Counties:**

Baker, Benton, Clackamas, Clatsop, Columbia, Gilliam,  
Grant, Hood River, Jefferson, Lincoln, Linn, Malheur,  
Marion, Morrow, Multnomah, Polk, Sherman, Tillamook,  
Umatilla, Union, Wallowa, Wasco, Washington, Wheeler,  
Yamhill

U.S. Army Corps of Engineers  
ATTN: CENWP-ODG-E  
211 E. 7<sup>th</sup> AVE, Suite 105  
Eugene, OR 97401-2722  
Phone: 541-465-6868  
[portlandpermits@usace.army.mil](mailto:portlandpermits@usace.army.mil)

**Counties:**

Coos, Crook, Curry, Deschutes, Douglas, Jackson,  
Josephine, Harney, Klamath, Lake, Lane

**For Department of State Lands send application to:**

**West of the Cascades:**

Department of State Lands  
775 Summer Street NE, Suite 100  
Salem, OR 97301-1279  
Phone: 503-986-5200

**East of the Cascades:**

Department of State Lands  
1645 NE Forbes Road, Suite 112  
Bend, Oregon 97701  
Phone: 541-388-6112

**For Department of Environmental Quality e-mail application to:**

ATTN: DEQ 401 Certification Program  
Water Quality  
700 NE Multnomah St, Suite 600  
Portland, OR 97232  
[401applications@deq.state.or.us](mailto:401applications@deq.state.or.us)

## INSTRUCTIONS FOR PREPARING THE JOINT APPLICATION

This is a joint application and must be sent to all agencies (Corps, DSL, and DEQ), who administer separate permit or certification processes. For questions regarding these instructions or the form, contact the Corps, DSL and/or DEQ or refer to the following online resources:

- [DSL's Removal-Fill Guide](#); or,
- The Corps Regulatory website: <http://www.nwp.usace.army.mil/Missions/Regulatory.aspx>
- DEQ's 401 Water Quality Certification website: <https://www.oregon.gov/deq/wq/wqpermits/Pages/Section-401-Certification.aspx>

### General Instructions and Tips

- Provide the information in the appropriate blocks of the application form. If you need more space, provide a summary in the space provided and attach additional detail as an appendix to the application. Each appendix or attachment must reference which application block number it pertains to.
- Not all items on the application form will apply to all projects.
- Electronic submittal of applications and supporting material is preferred by the Corps. Both electronic and hard copies must be in 8 ½ x 11-inch sized format and reproducible in black and white. Currently DSL does not accept electronic submittals. DSL will accept color figures and 11 X 17. Use either all double sided or all single sided paper. Do not use staples or dividers. NOTE: If the electronic submittal of application and associated documents is 10 megabytes or more, check with each agency for how best to submit the document to that agency.
- **FEES:** Fees for water quality certification apply. Nationwide projects approved by DEQ will incur a fee of \$985. Others will be evaluated on a case-by-case basis: <https://www.oregon.gov/deq/wq/wqpermits/Pages/Section-401-Fees.aspx>.

For complex projects or for those that may have more than minimal impacts, additional information may be necessary to complete the evaluation and make a permit decision. Alternative forms of permit applications may be acceptable; contact the Corps and DSL for more information.

### Section 1. Type of Permit(s) if Known

If known, indicate the type of permit/authorization applying for.

### Section 2. Applicant and Landowner Contact Information

**Applicant:** The applicant is the responsible party. If the applicant is an agency, business entity or other organization, indicate the name of the organization and a person that has the authority to sign the application. If applicant is a partnership or corporation, the applicant name must match the Incumbency Certificate, and the business name as listed on OR Secretary of State business registry. Applicant must not be "doing business as" or has an "assumed business name." In such cases the applicant must be an individual.

**Applicant Contact Name:** If the applicant is a business, provide the contact name for an individual representing the business.

**Authorized Agent:** An authorized agent is someone who has permission from the applicant to represent their interests and supply information to the agencies. An agent can be a consultant, an attorney, builder, contractor, or any other person or organization. An authorized agent is optional.

**Landowner:** Provide landowner information if different from the applicant. DSL requires the landowner's signature, unless the project qualifies as a linear project, e.g. road, pipeline, utility.

### Section 3. Project Information

A. Provide location information. Latitude and longitude must be reported in decimal format and can be found by zooming in to your respective project location and reading off the coordinates displayed on the bottom many maps, such as Google Earth.

B. Provide information on wetlands and waterbodies within the project area. Indicate the category of activities that make up your project. For projects with multiple locations, provide latitude and longitude for each location. For linear projects, provide the latitude and longitude for the start and end points.

#### **Section 4. Project Description**

A. Overall Description: Provide a description of the overall project, including:

- All associated work with the project both outside and within waters or wetlands.
- Total ground disturbance for all associated work (i.e., area and volume of ground disturbance).
- Total area of impervious surfaces created or modified by the project, if applicable.

B. Work within Waters and Wetlands: Provide a description of the proposed work within waters and wetlands, including:

- Each removal or fill activity proposed in waters or wetlands, as well as any construction or maintenance of in-water or over-water structures.
- The number and dimensions of in-water or over-water structures (i.e., pilings, floating docks) proposed within waters or wetlands.

C. Construction Methods: Describe how the removal and/or fill activities will be accomplished, including the following:

- Construction methods, equipment to be used, access and staging areas, etc.
- Measures you will use during construction to minimize impacts to the waterbody or wetland. Examples may include isolating work areas, controlling construction access, site specific erosion and sediment control methods, site specific best management practices, and using specialized equipment or materials. Attach work area isolation and/or erosion and pollution control plans, if applicable.

D. Fill Material and Disposal: Provide a description of fill material and procedure for disposal of removed material, including:

- The source(s) of fill materials (if known).
- Locations for disposal area(s) for dredged material, if applicable. If dredged material is to be discharged on an upland site, identify the site and the steps to be taken (if necessary) to prevent runoff from the dredged material back into jurisdictional waters. If using an upland disposal area that is not a Department of Environmental Quality (DEQ)-regulated landfill, a [Solid Waste Letter of Authorization](#) or a [Beneficial Use Determination](#) from DEQ may be required.

E. Construction Timing: Provide the proposed start and completion dates for the project. Describe project work that is already complete, if applicable.

F. – I. Summary of Removal and Fill Activities: Summarize the dimensions, volume and type/composition of material being placed or removed in each waterbody or wetland. Describe each impact on a separate row. For instance, if two culverts are being removed from Clear Creek, use two rows. Add extra rows if needed or include an attachment.

The DSL and the Corps use different elevations for determining whether an activity in tidal waters is regulated by the State's Removal-Fill law, the Clean Water Act, and/or the Rivers and Harbors Act. DSL regulates activities below the highest measured tide. The Clean Water Act applies below the high tide line. The Rivers and Harbors Act applies below the mean high water.

If jurisdictional limits are not the same for each agency, prepare a table for each agency stating impacts within that agency's jurisdiction.

## Section 5. Project Purpose and Need

Explain the purpose and need for the project. Also include a brief description of any related activities needed to accomplish the project objectives.

The following items are required by DSL, as applicable:

- If the removal-fill would satisfy a public need and the applicant is a public body, include any pertinent findings regarding public need and benefit.
- If the project involves fill in the estuary for a non-water dependent use, explain how the project is for public use and/or satisfies a public need.
- If the project is located within a [marine reserve or marine protected area](#), explain how the project is needed to study, monitor, evaluate, enforce or protect the designated area.

## Section 6. Description of Resources in Project Area

Territorial Sea: For activities in the [Territorial Sea](#) (mean lower low water seaward 3 nautical miles), provide a separate evaluation of the resources and effects determination.

For each wetland, include:

- Whether the wetland is freshwater or tidal, and the [Cowardin class](#) and [Hydrogeomorphic \(HGM\) class](#).
- Source of hydrology and direction of flow (if any).
- Dominant plant species by layer (herb, shrub, tree).
- Assessment of the hydrologic, water quality, fish habitat, aquatic habitat, and ecosystem support functions and values of the wetland(s) to be permanently impacted. The assessment should be attached as a separate Excel document.
  - DSL requires the use of [ORWAP](#) for wetland impacts over 0.2 acre and any wetland that is an Aquatic Resource of Special Concern (ARSC), unless the impacts are to Agate Desert Vernal Pools (VPs). See Appendix B of the [Removal Fill Guide](#) for a list of ARSCs. The Vernal Pool Assessment Method is required for all VPs. For impacts to wetlands less than 0.2 acre that are not ARSCs or VPs Best Professional Judgment (BPJ) may be used.
- Identify any Aquatic Resources of Special Concern (ARSC) in or near the project area. ARSCs include alkali wetlands, bogs, cold water habitat, fens, hot springs, interdunal wetlands, kelp beds, mature forested wetlands, native eelgrass beds, off-channel habitats (alcoves and side channels), ultramafic soil wetlands, vernal pools (including Willamette Valley, Medford area, Modoc basalt, and Columbia Plateau vernal pools), wet prairies, or wooded tidal wetlands. See Appendix B of the [Removal Fill Guide](#) for a list of ARSCs.
- Include relevant summary information from the wetland delineation report if available. Provide a copy of the wetland delineation report to **the Corps**, if not previously provided to the Corps. If a delineation report has not been previously submitted to DSL, then submit to DSL under a separate cover.
- Describe existing uses, including fish and wildlife use (type, abundance, period of use, and significance of site).
- Next major downstream waterbody name.

For rivers, streams, other waterbodies, lakes and ponds, include a description of, as applicable:

- Streamflow regime (e.g., perennial year-round flow, intermittent seasonal flow, ephemeral event-driven flow). If flow is ephemeral, provide [streamflow assessment](#) data sheet or other information that supports your determination.
- Field indicators used to identify the Ordinary High Water Mark (OHWM).
- Channel and bank conditions.
- Type and condition of riparian (streamside) vegetation.



- Channel morphology (structure and shape).
- Stream substrate.
- Assessment of the hydrologic, geomorphic, biologic and water quality functions and values of waters to be permanently impacted.
  - DSL requires use of the Stream Function Assessment Methodology (SFAM) for wadable non-tidal streams. SFAM should be attached as a separate Excel document. For impacts to non-wadable or tidal streams, BPJ can be used. Sections 2.2 through 2.3 of the SFAM User Manual give guidance for the functions and values to be addressed for all streams, even if SFAM does not apply.
- Identify any Aquatic Resources of Special Concern (ARSC) in or near the project area. ARSCs include alkali wetlands, bogs, cold water habitat, fens, hot springs, interdunal wetlands, kelp beds, mature forested wetlands, native eelgrass beds, off-channel habitats (alcoves and side channels), ultramafic soil wetlands, vernal pools (including Willamette Valley, Medford area, Modoc basalt, and Columbia Plateau vernal pools), wet prairies, or wooded tidal wetlands.
- Fish and wildlife use (type, abundance, period of use, and significance of site).
- Water quality impairments, including waterways adjacent to impacted wetlands and waterway to be impacted and next major downstream waterbody

### **Section 7. Project Specific Criteria and Alternatives Analysis**

Provide an explanation describing how impacts to waters and wetlands are being avoided and minimized on the project site. For DSL, the alternatives analysis must include:

- Project-specific criteria that are needed to accomplish the stated project purpose.
- A range of alternative sites and designs that were considered with less impact.
- An evaluation of each alternative site and design against the project criteria and a reason for why the alternative was not chosen.
- If the project involves fill in an estuary for a non-water dependent use, a description of alternative non-estuarine sites must be included.

The level of rigor required in this analysis should be commensurate with the level of impact proposed. Please note that additional information regarding alternatives may be necessary for Corps Individual Permits to comply with the Clean Water Act Section 404(b)(1) Guidelines. Please check with your local Corps contact early in the planning process to determine what level of analysis is required. An alternative analysis is not required for a complete application by the Corps; however, it may be required before a permit decision can be rendered.

### **Section 8. Additional Information**

Any additional information you provide helps the reviewer(s) understand your project and the other approvals or reviews that may be required.

### **Section 9. Impacts, Restoration/Rehabilitation, and Compensatory Mitigation**

**A. Description of Impacts:** Clearly identify the permanent, temporary, direct and indirect impacts. Provide a written analysis of potential changes the project may make to the hydrologic characteristics of the affected wetlands or waterbodies, and an explanation of measures taken to avoid or minimize any adverse effects of those changes, such as: impeding, restricting or increasing flows; relocating or redirecting flow; and potential flooding or erosion downstream of the project. Provide a table summarizing permanent and temporary impacts by HGM and Cowardin Classifications.

**B. Site Restoration/Rehabilitation:** For temporary disturbance of soils and/or vegetation in waterbodies, wetlands or riparian (streamside) areas, discuss how you will restore the site after construction. This may include the following:

- Grading plans to restore pre-existing elevations.

- Planting plans and species list (native species only) to replace vegetation in riparian or wetland areas.
- Maintenance and monitoring plans to document restoration to wetland condition and/or vegetation establishment.
- Associated erosion control for site stabilization.

C.-D. Compensatory Mitigation. Describe your proposed compensatory mitigation approach or explain why you believe compensatory mitigation is not required. If proposing permittee-responsible mitigation for permanent impacts to jurisdictional waters, see OAR 141-085-0705 and 33 CFR 332.4(c) for plan requirements. The [Oregon Explorer Aquatic Mitigation](#) topic page and map viewers may be a helpful resource.

For activities involving discharges of dredged or fill material into waters of the United States, the Corps requires the application to include a statement describing how impacts to waters of the United States are to be avoided and minimized. The application must also include either a statement describing how impacts to waters of the United States are to be compensated for or a statement explaining why compensatory mitigation should not be required for the proposed impacts.

**Section 10. Adjacent Property Owners for Project and Mitigation Site(s)**

Names and addresses for properties that are adjacent to the project site and permittee responsible mitigation site (if applicable), are required. “Adjacent” means those properties that share or touch upon a common property line or are across the street or stream. If more than 30, attach pre-printed labels. A list of property owners may be obtained by contacting the county tax assessor’s office.

**Section 11. City/County Planning Department Land Use Affidavit**

This section is required to demonstrate land use compatibility for removal fill permits and water quality certifications. Provide this form to your local planning official for them to complete and sign.

**Section 12. Coastal Zone Certification**

Your signature for this statement is **required** for projects within the coastal zone (generally, west of the summit of the Coast Range).

**Section 13. Signatures**

The application **must** be signed by the responsible party as identified in section 1. DSL also requires the landowner’s signature. Linear Facilities (e.g. road, pipeline, utility) do not require landowner signature for the impact sites; signatures are required for mitigation sites.

**Section 14: Attachments**

Project Drawings. A complete application must include a location map, site plan, and plan view and cross-section drawings. DSL also requires a recent aerial photo. All drawings should be clear, legible, and to scale. For the Corps, drawings must be on 8.5 x 11-inch paper and must be in black and white or clearly reproducible in black and white. DSL will accept color and 11 x 17, but all figures must be clear when reproduced in black and white. While illustrations need not be professionally prepared, they should be clear, accurate, and contain all necessary information, as follows:

Location maps (with project boundaries, including staging and construction access, scale bar and north arrow on all):

- Location map with roads identified
- U.S.G.S. Topographic map
- Tax lot map

Site plan(s), including:

- Entire project site and activity areas, which includes staging and construction access areas
- Existing and proposed contours
- Stormwater outfalls and other related features
- Location of Ordinary High Water Mark, wetland boundaries, and other jurisdictional boundaries. Clearly identify temporary, permanent, direct and indirect impact areas within waterbodies and wetlands
- Scale bar, legend, and north arrow
- Location of staging areas and construction access
- Location of cross section(s), as applicable
- Location of mitigation area, if applicable

Cross section drawing(s), including:

- Existing and proposed elevations
- Clearly identify temporary, permanent, direct and indirect impact areas within waterbodies and wetlands
- Ordinary High Water Mark, wetland boundaries, and other jurisdictional boundaries
- Scale bar (horizontal and vertical scale)

Recent Aerial Photo

- 1:200 resolution, or, if not available for your site, highest resolution possible

DSL Wetland Concurrence (map and letter only for DSL; the Corps requires the full wetland/waters delineation report if not already submitted)

Mitigation documents including:

- Functional assessment results for each impacted resource and mitigation area
  - Results should include: Cover sheet, Score Sheet, assessment area maps
- Eligibility and Accounting [Worksheet](#)
  - Matching “Quickguide” sheet(s)
  - Compensatory Mitigation (CM) Eligibility & Accounting sheet

**Do NOT submit the following items to DSL** (unless specifically requested by DSL for your project):

- Wetland delineation report
- Biological assessment
- Cultural/archeological reports
- Stormwater calculations
- Geotechnical reports
- Marketing reports
- Contract agreements
- Applications for other agencies such as local land use applications
- Contractor/construction specifications
- Other extraneous drawings and information



April 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Memorandum of Understanding between Oregon Department of Fish and Wildlife  
and Clackamas County for the Eagle Fern Weir Removal Project

<b>Purpose/Outcome</b>	BCS – County Parks requests BCC Chair signature on a Memorandum of Understanding between Oregon Department of Fish and Wildlife and Clackamas County for the Eagle Fern Weir Removal project
<b>Dollar Amount and Fiscal Impact</b>	BCS – County Parks will pay \$960 toward the weir removal project. All remaining project costs of the \$129,000 project are being paid for by other parties.
<b>Funding Source</b>	BCS - County Parks budget
<b>Duration</b>	Project scheduled to be completed by 11/30/2021.
<b>Previous Board Action/Review</b>	Board approved support for the project at the 3/23/2021 Policy Session.
<b>Strategic Plan Alignment</b>	<p>1. How does this item align with your department’s Strategic Business Plan goals? Supporting this project aligns with the BCS strategic result of maintaining clean, safe, healthy parks by permitting a project to move forward which improves fish passage, restores natural stream function, and mitigates public safety concerns related to the weir as it ages.</p> <p>2. How does this item align with the County’s Performance Clackamas goals? Supporting this project aligns with the Performance Clackamas strategic priority of Honoring our Natural Resources by supporting improved fish passage and restoration of natural stream function.</p>
<b>Counsel Review</b>	4/5/2021 A.R.N.
<b>Procurement Review</b>	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: Item is a Memorandum of Understanding and not subject to procurement.</p>
<b>Contact Person</b>	Tom Riggs, BCS/Parks and Forestry Manager, 503-781-3137, <a href="mailto:triggs@clackamas.us">triggs@clackamas.us</a>
<b>Contract No.</b>	N/A

**BACKGROUND:**

On 3/23/2021, in a Policy session, BCS - County Parks, and Oregon Department of Fish & Wildlife (ODFW) staff presented a project proposal for removing a weir (dam) at Eagle Fern County Park, and requested a "Landowner Letter of Support". After the Board approved sending the letter of support, ODFW provided further clarification to Parks staff that they were looking for a signature on a "Memorandum of Understanding" and a "Joint Permit Application". Recognizing that these documents were more than a simple letter of support, BCS staff felt it necessary to bring these before you at Administrator's Issues prior to submittal for approval at a Business Meeting.

As discussed, the project involves ODFW working with several partner organizations to remove an old concrete weir, which was originally constructed as a recreational "swimming hole" feature at the park. The goals of removing the structure are to restore fish passage and natural channel processes, reduce streambank erosion risk, and reduce future safety concerns associated with the structure.

The project has not changed from what was described at Policy session.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the Memorandum of Understanding.

**ATTACHMENTS:**

Memorandum of Understanding – Eagle Fern Weir Removal

Respectfully Submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman  
Interim Director  
Business & Community Services



# Oregon

Kate Brown, Governor

Department of Fish and Wildlife

Fish Division

4034 Fairview Industrial Drive SE

Salem, OR 97302

503-947-6200

Fax: 503-947-6202

[www.dfw.state.or.us](http://www.dfw.state.or.us)

## MEMORANDUM OF UNDERSTANDING [Oregon Department of Fish and Wildlife] And Clackamas County

Eagle Fern Dam Removal  
P-02-0672  
ATTN: Clackamas County Commission Chair Smith  
2051 Kaen Road  
Oregon City, OR 97045



Chair Smith,

Re: Memorandum of Understanding ("MOU") for Eagle Fern Dam, P-02-0672.

This MOU confirms that upon signature by Clackamas County, the county intends to provide access to county property and cooperate with the Oregon Dept of Fish & Wildlife (ODFW) to allow ODFW and their designee, to remove an old concrete and rock dam located in Eagle Creek on the Eagle Fern County Park property at Eagle Creek, Oregon 97022. The location and project details will be outlined in the DSL Joint Removal/Fill Permit. The signed DSL Joint Permit will authorize the project for fill and removal actions from beginning to completion, with the OREGON DEPARTMENT OF FISH AND WILDLIFE (applicant), and CLACKAMAS COUNTY (owner).

The parties agree to the following terms and conditions which shall govern ODFW's use of Clackamas County's property:

1. **Property:** The real property that is the subject of this MOU (the "Property") is generally described as follows: Eagle Fern County Park Area 1, beach, and weir area. A map of the Property, the project area, and expected ingress and egress access routes is attached hereto as Exhibit A and incorporated by this reference herein.
2. **Scope of Use:** ODFW shall have the right to use the Property solely for the purposes of removing an old concrete and rock dam located in Eagle Creek, subject to the terms and conditions of the DSL Joint Removal/Fill Permit, and such other uses as are reasonably related to the same. Permitted uses include, but are not limited to, designing, surveying, dam removal, remediation, and assessments to determine the adequacy of construction and compliance with project plans and provisions of this MOU. ODFW, and their designee, is further authorized to bring all personnel, equipment, and other personal property onto the Property as may be reasonably necessary for the purposes described above. ODFW shall operate and maintain the Property and store materials thereon in a neat, orderly way in compliance with all applicable federal, state, and local laws. ODFW's use of the Property shall, to the maximum extent commercially reasonable, avoid unnecessary damage or injury to the Property. Any other use of the Property is unauthorized and shall constitute a trespass of County property.
3. **Consideration:** There is no monetary consideration for this MOU. ODFW is solely responsible for all costs and expenses, including third party contractor costs, associated with the purposes of removing an old concrete and rock dam located in Eagle Creek, except

for the floodplain development permit fee Clackamas County has agreed to cover.

4. Term: the authorization granted herein shall terminate on the earlier of (i) completion of the removal of the concrete and rock dam located in Eagle Creek or (ii) 11/30/2021.
5. Compliance with Applicable Law. ODFW shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to ODFW's use of the Property.
6. Prior Approvals. ODFW shall obtain all necessary permits and approvals from all federal, state, and local governments prior to or concurrent with applying to Clackamas County. Clackamas County may, in its sole discretion, require ODFW to demonstrate such approvals as a condition precedent to ODFW's use of the Property.
7. Condition of Property: Clackamas County makes no representations or warranties, express or implied, as to the condition of the Property or its fitness for any particular use by ODFW.
8. Cleaning and Repair Costs: Upon completion of the project or termination of this MOU, ODFW will remove all equipment and personal property brought onto the Property. ODFW will use reasonable care to prevent damage to the Property. ODFW shall be responsible for any cleaning, repair, or remediation costs arising from or related to ODFW's use of the Property.
9. Reservation of Rights: Clackamas County reserves all rights of every kind and nature whatsoever in connection with use of the Property by ODFW. Provided, however, that Clackamas County will not unreasonably interfere with ODFW's use of the Property authorized under this MOU.
10. Oregon Law and Forum. This MOU, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim, action, or suit that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
11. No Agency Status. Neither ODFW nor ODFW's employees, members, or invitees shall be considered to be employees, officers, or agents of Clackamas County for any purpose.
12. Integration. This MOU contains the entire agreement between Clackamas County and ODFW and supersedes all prior written or oral discussions or agreements.
13. Amendments. County and User may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
14. Waiver. Failure of either to enforce any provision of this MOU shall not constitute a waiver or relinquishment by that party of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by either party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this MOU.
15. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this MOU, each party shall be responsible for its own attorneys' fees and expenses.
16. Contribution/Third Party Liability.
  - a. 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 (a "Third Party Claim") against a party (the

“Notified Party”) with respect to which the other party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.

- b. With respect to a Third Party Claim for which ODFW is jointly liable with Clackamas County (or would be if joined in the Third Party Claim ), ODFW 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 Clackamas County in such proportion as is appropriate to reflect the relative fault of ODFW on the one hand and of Clackamas County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODFW on the one hand and of Clackamas County 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. ODFW’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

Any changes, additions or modifications to this MOU should be properly executed in writing. Applicant (ODFW) is responsible for coordinating access for construction with the landowner. By signing below, the parties acknowledge and have agreed to the terms set forth above.

Please sign at the bottom of this page and return it to the address above or your Field Coordinator. The OREGON DEPARTMENT OF FISH AND WILDLIFE looks forward to working with you.

Sincerely,

Agreed and accepted: Clackamas County

ODFW

By:  
Title:





Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with  
Harper Houf Peterson Righellis, Inc. for Construction Management Services  
for the D-Street Road Improvement Project

<b>Purpose/Outcomes</b>	Execution of contract allows the consultant to provide construction management services for the D-Street project
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is \$354,800.00.
<b>Funding Source</b>	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
<b>Duration</b>	Project is anticipated to be completed by March 31, 2022.
<b>Previous Board Action</b>	This item was discussed at an Issues Session on April 13, 2021
<b>Strategic Plan Alignment</b>	This project will build and provide strong Infrastructure
<b>Procurement Review</b>	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
<b>Counsel Review</b>	Reviewed Date: 03/31/2021 ARN
<b>Contact Person</b>	David Queener, Development Agency Program Supervisor 503.742.4322

**Background:**

Harper Houf Peterson Righellis, Inc. (HHPR) completed the design for two new roadways near the Fuller Station Park and Ride. Elements of the project include new roads, sidewalks, street lighting, landscaping, stormwater facilities, and utility extensions. The project was advertised for construction bids and contract execution is underway with the low bidder.

The Development Agency has elected to have HHPR perform construction management services for the duration of the project. Services to be provided includes inspections, construction engineering, construction staking, contractor and utility coordination, preparation of record drawings, and a post construction survey. The total fee to provide these services is \$354,800.00.

**Procurement Process:**

In accordance with LCRB C-046-0500 (4)(f)(C), Procurement issued a Public Notice of Intent to Direct Contract with Harper Houf Peterson Righellis, Inc. (HHPR) as a single candidate on March 15, 2021. No protests were received. This notice was issued by procurement because of a need for continuity of services, as HHPR is the engineer of record. Any updates to the design and final recording plans need to be completed by the engineer of record.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute contract with Harper Houf Peterson Righellis, Inc. construction management services for the D-Street Road Improvement Project.

Sincerely,

*David Queener*

David Queener  
Development Agency Program Supervisor

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #3915**

This Personal Services Contract (this “Contract”) is entered into between **Harper Houf Peterson Righellis, Inc.** (“Contractor” or “HHPR”), and Clackamas County Development Agency, a political subdivision of the State of Oregon (“County”).

**ARTICLE I.**

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **March 31, 2022.**
2. **Scope of Work.** Contractor shall provide the following personal services: Construction management services for the D-Street Improvement Project (“Work”), further described in **Exhibit A.**
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed three hundred fifty four thousand eight hundred dollars (**\$354,800.00**), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B.** If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: David Queener via email: [davidque@clackamas.us](mailto:davidque@clackamas.us).

5. **Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

**7. Contractor and County Contacts.**

Contractor Administrator: Dan Houf Phone: 503-221-1131 Email: dan@hhpr.com	County Administrator: Dave Queener Phone: 503-742-4322 Email: <a href="mailto:davidque@clackamas.us">davidque@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## **ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or

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

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13

or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practices and the project conditions.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 16, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by

operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.  
  
Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

**26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

**27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

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



ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

**Harper Houf Peterson Righellis, Inc.**

**Clackamas County**

Daniel S Houf Digitally signed by Daniel S Houf  
DN: C=US, E=Dan@hhpr.com, O=Harper Houf  
Peterson Righellis Inc, CN=Daniel S Houf  
Date: 2021.03.31 07:49:50-0700 3/31/2021

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Daniel S. Houf P.E./President

Name / Title (Printed) \_\_\_\_\_

227670-81 DBC / Oregon  
Oregon Business Registry # \_\_\_\_\_

Chair \_\_\_\_\_

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

Date \_\_\_\_\_

**Approved as to Form:**

Andrew Naylor Digitally signed by Andrew Naylor  
Date: 2021.03.31 10:21:07 -0700

County Counsel \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

**D-Street Re-Alignment Project**  
**Contract for Construction Management Services**  
Harper Houf Peterson Righellis Inc.  
March 15, 2021  
Page 1 of 2

**Project Description**

This scope of work is for construction management services to facilitate construction of the D Street Improvements. The following services will be provided with this contract:

**Task 10: Construction Services**

The HHPR team will provide construction services as requested by Clackamas County to include project management, construction engineering, inspection, public involvement, project close out and post construction survey work. The County's Project Manager will coordinate directly with the Consultant Team's Project Manager during construction for any modifications to the construction services being performed. It is assumed that construction will take place over an 8-month period beginning around March 1, 2021; however, the contract length will extend through March 31, 2022 to assist with project closeout, as needed.

The specific tasks anticipated throughout construction are outlined below:

- A. **Pre-construction Services** – Attend the pre-construction conference to define contractor responsibilities, standards, special items of interest to the project, traffic control, access, communications and scheduling. Document and distribute meeting minutes.
  
- B. **Construction Engineering and Inspection** – Work directly with the County's Project Manager or other assigned personnel during construction. Engineer to periodically visit the project site, interpret/respond to change orders requests, facilitate weekly construction meetings, coordinate with utilities as required, and review submittals. Provide a full-time inspector and construction vehicle to the project. The construction-phase tasks are outlined as follows:
  - 1. **Project Management** – Provide day-to-day administration of construction contract, including coordination, leadership, direction and control of work tasks for this project. Prepare a monthly status report to show progress and provide updates of construction activities to review construction and budget completion percentages. Review contractor certified payrolls and monthly pay requests and provide recommendations to County PM for payment.
  - 2. **Submittal / Shop Drawing Review** – Review shop drawings and submittals provided by the contractor. Maintain a submittal log to track submittal status and ensure timely response.
  - 3. **Project Meetings** – Facilitate weekly construction meetings during construction of the project (assume 32 meetings). Additional meetings may be required to address immediate conflicts or other urgent issues (assumed 10 meetings).
  - 4. **Construction Inspection** – Provide a full-time inspector and construction vehicle. HHPR will provide periodic engineering oversight to assist with identifying and resolving issues that arise in the field. It is assumed that Clackamas County will provide any landscape inspection services required for the additional plant establishment period.

## **D-Street Re-Alignment Project**

### **Contract for Construction Management Services**

Harper Houf Peterson Righellis Inc.

March 15, 2021

Page 2 of 2

5. **Engineering Support/Design Questions/Modifications** – Provide engineering support to Clackamas County (or the contractor) as required to clarify construction contract documents, respond to field inquiries, or monitor design assumptions. If requested by the County, HHPR will provide additional design drawings/details to aid in providing response.
6. **Utility Coordination Assistance** – Coordinate with private utilities, as necessary, to aid in resolution of utility conflicts.
7. **Construction Surveying** – Construction Staking – Consultant will provide construction staking for the project, including the following:
  - Stake limits of clearing and limits for demolition of structures
  - Grade stakes one time for rough grading and subgrade
  - Stakes for utility installation (storm, water, utility trench/vaults, etc.)
  - Stakes for curbs, sidewalks, planters, median, etc.
  - Stakes for ramps
  - Stakes for top of aggregate base
  - Stakes for pedestrian pole installation
  - Provide reference stakes for layout of striping
  - All stakes will be one-time only.
8. **Public Involvement** – Field calls from concerned citizens, business owners and property owners. Relay this information directly to the County’s Project Manager and Consultant Team Manager. Provide other public information necessary throughout the construction of the project. Meet with property owners as required to address concerns.
9. **Project Closeout/Record Drawings** – Facilitate a final walk through and inspection of the project, and develop a final punchlist. Once all construction and final inspections are complete and the project has been accepted by the County, modify the construction drawings to reflect changes made during construction, as directed by the County. A set of reproducible record drawings will be provided to the County along with digital files. It is assumed that as-built data will be provided from the inspector’s and contractor’s field drawings, field notes, field design changes, and the required contractor submittals.
10. **Post-Construction Survey Work** – Provide survey services for post-construction documentation of centerline and new right-of-way, and file a record of survey with Clackamas County. Monument boxes for centerline monuments should be obtained and installed by the contractor. Once installed, the monuments will be set inside the boxes. We anticipate approximately 10 monument boxes on this project. Fees for survey shall be paid by Clackamas County.

**EXHIBIT B  
FEE SCHEDULE**

**Harper Houf Peterson Righellis Inc. - Amendment #3**  
**D Street - Clackamas County**  
 March 15, 2021

	Harper Houf Peterson Righellis Inc.														DKS Associates						Hanna McElowney and Associates	TOTAL BY TASK			
	Principal/Project Manager	Project Engineer/Construction Manager	Assistant PMP/Public Involvement	Civil Engineer	Senior Civil Designer	QC Engineer	Civil Designer/Inspector	Cad Technician	Environmental Scientist	Graphics	Landscape Architect	Project Surveyor	Survey Technician	Survey Crew Chief	Instrument Person	Clerical	Expenses	Grade 43	Grade 29	Grade 17			Grade 15	Grade 15	Tech Level R
<b>TASK 10. Construction Services</b>																									
A. Preconstruction Services	4	8			4													4							
B. Construction Engineering and Inspection																									
B1. Project Management	24	80																							
B2. Submittal/Shop Drawing Review	2	40		4	4																				
B3. Project Meetings	16	32																							
B4. Construction Inspection	16	160				1280														24					
B5. Engineering Support/Design Questions	24	40			40													8	8		24				
B6. Utility Coordination Assistance	4	16																							
B7. Construction Staking	4	16									40	120	160	160											
B8. Public Involvement	8		16						24																
B9. Project Closeout/Record Drawings	4		8					24																	
B10. Post Construction Survey Work	2										24	40	16	16											
	108	392	24	4	48	0	1280	24	0	24	0	64	160	176	176	0	\$ 4,000.00	8	12	0	48	0	0	\$0	
	\$200	\$ 180	\$ 160	\$ 155	\$155	\$ 180	\$ 130	\$ 110	\$ 125	\$ 135	\$ 155	\$ 155	\$ 115	\$ 120	\$ 80	\$ 95		\$295.00	\$195.00	\$195.00	\$135.00	\$125.00	\$125.00		

\$ 343,860.00

\$10,940.00

\$ 354,800.00



April 12, 2021

County Administrator  
Clackamas County

Administrator Schmidt:

**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

Approval of Memorandum of Agreement between Clackamas County & Canby Foursquare  
Church for emergency/disaster related use of facility

<b>Purpose/Outcomes</b>	This Memorandum of Agreement (MOA) allows Canby Foursquare Church facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
<b>Dollar Amount and Fiscal Impact</b>	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
<b>Funding Source</b>	None
<b>Duration</b>	Until terminated by either party.
<b>Previous Board Action</b>	The County Administrator has approved similar agreements with other school districts, local municipalities, and non-profit organizations and ratified with the Board. Disaster Management and Public Health are working to update or establish new agreements.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Coordination and Integration of Planning and Preparedness</li><li>2. Ensure Safe, Healthy and Secure Communities</li></ol>
<b>Counsel Review</b>	Approved by Counsel on 3/16/2021 AN
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	None

**BACKGROUND:**

This agreement allows the County to use Canby Foursquare Church facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Canby Foursquare Church to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

**RECOMMENDATION:**

Staff respectfully recommends the County Administrator approval of the Memorandum of Understanding between Canby Foursquare Church and Clackamas County.

Respectfully submitted,

Nancy Bush, Director

# FACILITIES USE AGREEMENT

between the

Canby Foursquare Church

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 7th day of April 2021, by and between the Canby Foursquare Church, hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS Chapter 431 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS Chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner is the owner of certain real property described as Canby Foursquare Church Campus (the “Property”) that can accommodate mass care, vaccination, medication, commodity distribution, and other activities that, in the event of a public health and/or other related regional emergency, would assist the County in performing its functions described above; and

WHEREAS, the County and Partner desire to establish an agreement for use of Partner’s Property in advance of potential public health or natural disasters;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

A. Use of Property: Partner hereby grants County the right to use the Property for the following purposes, together with any use reasonably related to the same:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input type="checkbox"/> Landing zones  |
| <input type="checkbox"/> Sheltering for community members  | <input type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals  | <input type="checkbox"/> Children disaster services                               |
| <input type="checkbox"/> Sheltering for large animals  | <input type="checkbox"/> Community meetings                                       |
| <input type="checkbox"/> Long-term housing trailers  | <input type="checkbox"/> General emergency response/coordination                  |



- B. Term: this Agreement shall be effective upon execution and shall terminate (1) upon mutual written consent of the parties; (2) for convenience following thirty (30) days' written notice to the other party, or (3) upon breach of the terms of this Agreement.
- C. Compensation: County shall compensate Partner as follows:
- Partner agrees not to charge any fee for County's use of the Property.
  - County will pay Partner the sum of: N/A
- D. Dates of Use: Upon notice by County of the occurrence of an emergency or other event necessitating County's requested use of the Property, Partner shall vacate the Property, or portions thereof, at a date and time mutually agreed upon by the parties.
- E. Partner's Responsibilities: Partner's responsibilities for County's use of the Property are as follows:
- a) Partner makes no warranty or representation about the Property. County accepts the Property "AS IS." The parties will jointly conduct a pre-occupancy survey of the Property before County takes possession, and agree to record any existing damage or conditions.
  - b) Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of the Property.
  - c) Partner shall identify and maintain a current contact list, attached hereto as Attachment A and incorporated by this reference herein, for the following applicable Property-related contacts:
    - 1. Security systems;
    - 2. Electrical systems;
    - 3. Refrigeration systems;
    - 4. Heating and cooling; and
    - 5. Facilities Management.
  - d) Unless otherwise agreed to by the parties in writing, Partner shall be responsible for all utility services, and associated fees and charges, to the Property.
- F. County's Responsibilities: County's responsibilities for use of the Property are as follows:
- a) County agrees to leave the Property in its original, clean condition. County will remove all equipment and personal property brought onto the Property. County will use reasonable care to prevent damage to the Property. County shall be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of the Property.
  - b) The County will not make any changes or modifications to the facilities without Partner's prior written approval.
  - c) The County will notify Partner as soon as practicable when the Property has been cleared and is available for re-occupancy by the Partner.

- G. Indemnification: Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand caused by the negligent or willful acts of the County or its officers, elected officials, employees, agents, or anyone over which the County has a right to control.
- H. Insurance. The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- I. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon. Any claim between County and Partner that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- J. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- K. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- L. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. 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. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- M. Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
- N. No Third-Party Beneficiary. Partner and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is

intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- O. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- P. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Contact Information

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management  
Nancy Bush  
Director  
2200 Kaen Road  
Oregon City, OR 97045  
(503) 655-8665  
nbush@clackamas.us

Canby Foursquare Church  
René Bogue  
Public Services Pastor  
2350 SE Territorial Rd., Canby, OR 97013  
503.266.4444  
rbogue@canbyfoursquare.com

S. Third Parties.

County may use one or more third parties to assist in performing the mass care, vaccination, medication, commodity distribution, and other public health or related regional emergency activities described above. Partner hereby acknowledges and agrees that County may permit such third parties to use the Property, subject to the terms and conditions permitted under this Agreement.

*(Signature Page Follows)*

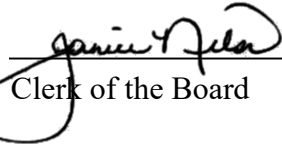
SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS COUNTY AND CANBY FOURSQUARE CHURCH FOR USE OF CANBY FOURSQUARE CHURCH FACILITY

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

 \_\_\_\_\_

Chair

ATTEST:

 \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

CANBY FOURSQUARE CHURCH

 \_\_\_\_\_

By: Christopher White

Title: Church Business Administrator

 \_\_\_\_\_

By: René Bogue

Title: Public Services Pastor

## ATTACHMENTS

### Canby Foursquare Church

**Facility Physical Address: 2350 SE Territorial Rd., Canby, OR 97013**

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of 04/08/2021:

Call down order	Name	Title/Role	Office Phone	Cell Phone	Email
1	René Bogue	Public Services Pastor	503.266.4444	503.539.8931	rbogue@canbyfoursquare.com
2	Christopher White	Church Business Administrator	503.266.4444		cwhite@canbyfoursquare.com
3					
4					
5					
6					

Contacts for key facility systems are:

System	Name	Title/Role	Office Phone	Cell Phone	Email
Security	René Bogue (primary contact)	Public Services Pastor	503.266.4444  (same)	503.539.8931	rbogue@canbyfoursquare.com
	or ----- Jerry Capponette (on-site assistance)	----- Maintenance Director		----- 971.533.6963	----- jcaponette@canbyfoursquare.com
Electrical	(see above)				
Refrigeration	(see above)				
Heating and cooling	(see above)				
Facilities Management	(see above)				



April 12, 2021

County Administrator  
Clackamas County

Administrator Schmidt:

**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

Approval of Memorandum of Agreement between Clackamas County & Friends of Estacada  
Community Center, Inc. for emergency/disaster related use of facility

<b>Purpose/Outcomes</b>	This Memorandum of Agreement (MOA) allows Friends of Estacada Community Center, Inc. facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
<b>Dollar Amount and Fiscal Impact</b>	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
<b>Funding Source</b>	None
<b>Duration</b>	Until terminated by either party.
<b>Previous Board Action</b>	The County Administrator has approved similar agreements with other school districts, local municipalities, and non-profit organizations and ratified with the Board. Disaster Management and Public Health are working to update or establish new agreements.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Coordination and Integration of Planning and Preparedness</li><li>2. Ensure Safe, Healthy and Secure Communities</li></ol>
<b>Counsel Review</b>	Approved by Counsel on 3/16/2021 AN
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	None

**BACKGROUND:**

This agreement allows the County to use Friends of Estacada Community Center, Inc. facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Friends of Estacada Community Center, Inc. to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

**RECOMMENDATION:**

Staff respectfully recommends the County Administrator approval of the Memorandum of Understanding between Friends of Estacada Community Center, Inc. and Clackamas County.

Respectfully submitted,

Nancy Bush, Director

# FACILITIES USE AGREEMENT

between the

Friends of Estacada Community Center, Inc.

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this Sixth day of April 2021, by and between the Friends of Estacada Community Center, Inc. hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS Chapter 431 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS Chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner is the owner of certain real property described as Estacada Community Center (the “Property”) that can accommodate mass care, vaccination, medication, commodity distribution, and other activities that, in the event of a public health and/or other related regional emergency, would assist the County in performing its functions described above; and

WHEREAS, the County and Partner desire to establish an agreement for use of Partner’s Property in advance of potential public health or natural disasters;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

A. Use of Property: Partner hereby grants County the right to use the Property for the following purposes, together with any use reasonably related to the same:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input type="checkbox"/> Landing zones  |
| <input type="checkbox"/> Sheltering for community members  | <input type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals  | <input type="checkbox"/> Children disaster services                               |
| <input type="checkbox"/> Sheltering for large animals  | <input type="checkbox"/> Community meetings                                       |
| <input type="checkbox"/> Long-term housing trailers  | <input type="checkbox"/> General emergency response/coordination                  |

- B. Term: this Agreement shall be effective upon execution and shall terminate (1) upon mutual written consent of the parties; (2) for convenience following thirty (30) days' written notice to the other party, or (3) upon breach of the terms of this Agreement.
- C. Compensation: County shall compensate Partner as follows [We are open to anything CHECK ONE]:
- Partner agrees not to charge any fee for County's use of the Property.
  - County will pay Partner the sum of \$ [INSERT COMPENSATION SCHEDULE].
- D. Dates of Use: Upon notice by County of the occurrence of an emergency or other event necessitating County's requested use of the Property, Partner shall vacate the Property, or portions thereof, at a date and time mutually agreed upon by the parties.
- E. Partner's Responsibilities: Partner's responsibilities for County's use of the Property are as follows:
- a) Partner makes no warranty or representation about the Property. County accepts the Property "AS IS." The parties will jointly conduct a pre-occupancy survey of the Property before County takes possession, and agree to record any existing damage or conditions.
  - b) Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of the Property.
  - c) Partner shall identify and maintain a current contact list, attached hereto as Attachment A and incorporated by this reference herein, for the following applicable Property-related contacts:
    - 1. Security systems;
    - 2. Electrical systems;
    - 3. Refrigeration systems;
    - 4. Heating and cooling; and
    - 5. Facilities Management.
  - d) Unless otherwise agreed to by the parties in writing, Partner shall be responsible for all utility services, and associated fees and charges, to the Property.
- F. County's Responsibilities: County's responsibilities for use of the Property are as follows:
- a) County agrees to leave the Property in its original, clean condition. County will remove all equipment and personal property brought onto the Property. County will use reasonable care to prevent damage to the Property. County shall be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of the Property.
  - b) The County will not make any changes or modifications to the facilities without Partner's prior written approval.
  - c) The County will notify Partner as soon as practicable when the Property has been cleared and is available for re-occupancy by the Partner.



- G. Indemnification: Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand caused by the negligent or willful acts of the County or its officers, elected officials, employees, agents, or anyone over which the County has a right to control.
- H. Insurance. The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- I. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon. Any claim between County and Partner that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- J. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- K. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- L. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. 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. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- M. Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

- N. No Third-Party Beneficiary. Partner and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- O. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- P. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Contact Information

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management  
Nancy Bush  
Director  
2200 Kaen Road  
Oregon City, OR 97045  
(503) 655-8665  
nbush@clackamas.us

Friends of Estacada Community Center, Inc  
Janet Gilliland  
Board Chair  
200 SW Clubhouse Drive  
Estacada, OR 97023  
503.630.7454  
[Valerie.communitycenter@gmail.com](mailto:Valerie.communitycenter@gmail.com)

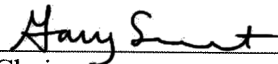
S. Third Parties.

County may use one or more third parties to assist in performing the mass care, vaccination, medication, commodity distribution, and other public health or related regional emergency activities described above. Partner hereby acknowledges and agrees that County may permit such third parties to use the Property, subject to the terms and conditions permitted under this Agreement.

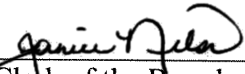
*(Signature Page Follows)*

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS COUNTY AND Friends of Estacada Community Center, Inc FOR USE OF The Estacada Community Center

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Chair

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Friends of Estacada Community Center, Inc.

  
\_\_\_\_\_  
By: Janet Gilliland  
Title: Board Chair

**ATTACHMENTS**  
**[Estacada Community Center]**

**Facility Physical Address:**  
**200 SW Clubhouse Drive**  
**Estacada, OR 97023**

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of 01.01.2020:

Call down order	Name	Title/Role	Office Phone	Cell Phone	Email
1	Valerie Renteria	General Manager	503-630-7454	209-627-9135	Valerie.communitycenter@Gmail.com
2	Janet Gilliland	Board Chair		503-780-6133	jlgilliland@icloud.com
3	Jackie Fausto	Client Services	503-630-7454	503-550-1985	Jackie.communitycenter@gmail.com
4	Jim Moriarty	Board Vice Chair		951-368-4277	Larrymo1979@yahoo.com
5					
6					

Contacts for key facility systems are:

System	Name	Title/Role	Office Phone	Cell Phone	Email
Security	Valerie Renteria	General Manager	503-630-7454	209-627-9135	Valerie.communitycenter@gmail.com
Electrical	Valerie Renteria	General Manager	503-630-7454	209-627-9135	Valerie.communitycenter@gmail.com
Refrigeration	Valerie Renteria	General Manager	503-630-7454	209-627-9135	Valerie.communitycenter@gmail.com
Heating and cooling	Valerie Renteria	General Manager	503-630-7454	209-627-9135	Valerie.communitycenter@gmail.com
Facilities Management	Valerie Renteria	General Manager	503-630-7454	209-627-9135	Valerie.communitycenter@gmail.com

**DRAFT CLACKAMAS COUNTY VALUES**

**ON PROPOSED TRANSPORTATION FUNDING SOLUTIONS**

**FOR THE INTERSTATE SYSTEM IN THE PORTLAND METROPOLITAN AREA**

4.715.2021

Clackamas County supports a functional regional interstate system that prioritizes equity, safety, a vibrant economy, healthy and active communities, climate action, disaster resilience, and the reliable movement of people and goods.

We acknowledge that additional funding is needed to construct these projects and other improvements on the interstate system. Clackamas County has identified the following values that should be reflected in any approved funding solutions.

**To ensure a safe, equitable regional interstate system, funding solutions should...**

- Support timely allocation of funds to construct the projects of statewide significance from HB2017
- Ensure that ~~net toll~~ revenue be reinvested in projects identified by an inclusive public process led by ODOT and coordinated with the local governments
- Elevate engagement with people who have been historically left out of policy discussions, such as low income families and people of color
- Establish viable alternative transportation options that support the functionality of the interstate system, such as an accessible transit system, in areas with inadequate service
- Support necessary improvements to accommodate the region's current and projected growth

**To support a vibrant economy & ensure the reliable movement of people and goods, funding solutions should...**

- Ensure that no tolling or congestion pricing occurs on any one part of the system prior to full system implementation to avoid economic disadvantages or unfair burdens on people (communities, ~~and~~ businesses, and the movement of commerce)
- Maintain a transportation system for urban and rural residents that is dependable and predictable to attract new businesses and industry, and provides reliable travel times for commuters and employers
- Enhance opportunities for Disadvantaged Business Enterprise (DBE) in capital projects and incorporate Construction Career Pathways (C2P2) strategies to promote diversity in skilled construction occupations

**To prioritize disaster resiliency and climate action, funding solutions should...**

- Provide safe, efficient evacuation routes during natural disasters, such as wildfires and earthquakes, by upgrading vulnerable bridges and other transportation infrastructure to be earthquake ready
- Balance transportation improvements with the County's goal to be carbon neutral by 2050 by working to improve regional air quality and mitigate impacts of vehicle pollution on public health and the environment

**To support healthy and active communities, funding solutions should...**

- Mitigate impacts on local facilities caused by diversion/rerouting of trips (all modes)
- Embed safety, health and equity into project designs and program policies -(all modes)
- Improve connections and travel options to places of work, school, medical care, and recreation

**This document is not an endorsement or acceptance of any proposal to implement tolling or congestion pricing on I-205, as we believe it will have a disproportionate and detrimental effect on Clackamas residents, businesses, and visitors.**