



DAN JOHNSON
DIRECTOR

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

August 13, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of 2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT
Agreement with Department of Land Conservation and Development (DLCD):
DLCD Grant Number: TA-21-277

Purpose/ Outcomes	Approval of 2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT Agreement with Department of Land Conservation and Development: DLCDC Grant Number: TA-21-277 that will provide consultant support to engage, inform, build understanding, and gather input from the public regarding housing needs, including where triplexes, quadplexes, townhouses and cluster cottages would be appropriate.
Dollar Amount and Fiscal Impact	The grant award is for \$114,500.
Funding Source	2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT. The additional grant funds do not require matching funds.
Duration	August 2020 – June 2021
Previous Board Action	BCC Policy Session – Update on HB2001 Rulemaking: June 30, 2020 BCC Policy Session – Housing Strategies Issue Paper: February 11, 2020
Strategic Plan Alignment	<p>1. How does this item align with your department's Strategic Business Plan goals?</p> <p>The project aligns with the DTD Strategic Plan in that it supports the completion of a project in the adopted Long Range Planning Work Program.</p> <p>2. How does this item align with the County's Performance Clackamas goals?</p> <p>The grant funding will support community engagement of a project that is focused on the production of a greater variety of housing. It aligns with the goal to "ensure safe, healthy, and secure communities" by providing more opportunities for the development of middle housing that will be appropriate, safe and more affordable and it will help the county achieve the housing targets in the Board's Performance Clackamas strategic plan, which identifies a 5-year goal for DTD to provide zoning/places for 700 new dwelling units affordable to households between 60% and 110% of the area's median income (AMI).</p>
Counsel Review	Reviewed and approved on 07/21/2020, NB.
Procurement Review	<p>1. Was this item process through Procurement? No</p> <p>2. If no, provide a brief explanation: This is an approval of an IGA</p>
Contact Person	Martha Fritzie, Principal Planner, DTD Planning & Zoning Division 503-742-4529, mfritzie@clackamas.us
Contract No.	N/A

BACKGROUND:

In 2019 the Oregon Legislature passed House Bill 2001, which will require the county to amend the Zoning & Development Ordinance (ZDO) to allow for “middle housing”, including duplexes, triplexes, quadplexes, townhomes and cottage clusters, in urban single-family zoning districts.

Public engagement is essential to the successful and meaningful modification of the county’s regulations to implement HB2001 in a way that fits the unique needs in urban unincorporated Clackamas County. While county staff has the technical expertise to prepare the updates to land use regulations in the Clackamas County Zoning & Development Ordinance (ZDO), it has become apparent in recent years that traditional approaches to public engagement often fall short of reaching all components of a community that may be affected. Outreach efforts must actively engage a diverse array of community members to ensure outcomes of any code amendments are equitable and meet the needs of all members of the community, especially historically marginalized communities including recent immigrants and people of color. As such, county staff needs consultant support to engage, inform, build understanding and gather input from the public regarding housing needs, including where triplexes, quadplexes, townhouses and cluster cottages would be appropriate.

Clackamas County applied for a **2019-2021 HB 2001 & HB 2003 Planning Assistance Grant** from DLCDC (Department of Land Conservation & Development) to enable the county to engage consultants to provide a more robust, inclusive and innovative public engagement process. On June 5, 2020, Clackamas County received notice that it was awarded a grant funding in the amount of \$114,500 for the proposed project.

Attachment 1 outlines the scope of the project, general terms for the grant award, and the reimbursements the County receives for completion of the project milestones. County staff expects to engage one to two consultants to complete the majority of the work identified in the scope, and reimbursement will be distributed in two lump-sum payments.

RECOMMENDATION:

Staff respectfully request that the Board of County Commissioners approve the **2019-2021 HB 2001 & HB 2003 Planning Assistance Grant Agreement**; Contract TA-21-277.

Respectfully submitted,



Martha Fritzie, Principal Planner,
DTD Planning & Zoning Division

ATTACHMENT:

1. **2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT AGREEMENT** (DLCDC) - Public Engagement Support for the Middle Housing Code Updates, Clackamas County; Contract TA-21-277



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

July 30, 2020

Martha Fritzie, Senior Planner
Clackamas County
150 Beaver Creek Road
Oregon City, Oregon 97045



SENT VIA E-MAIL

Re: Clackamas County Grant No. TA-21-277 Agreement for HB 2001 Code Assistance

Dear Martha:

The Department of Land Conservation and Development (DLCD) is pleased to offer Clackamas County a grant in the amount of \$114,500 for the HB 2001 Code Assistance. You will find the grant agreement in an attached PDF file. Please read it carefully.

Please e-sign the contract at page 8, or print, sign and scan the signed page. The agreement must be signed by Clackamas County and pages 1-8 of the agreement returned to DLCD. Whether returning the signed agreement via mail or e-mail, it must be received by DLCD's Salem office within 30 days of the date of this letter. If the signed agreement is not received by August 31, 2020, this offer may be withdrawn.

The attached grant agreement is not in effect until signed by Clackamas County and DLCD. An electronic file of the agreement with both signatures will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have questions about the agreement, please contact me at 503-934-0054 or DLCD.GFGrant@state.or.us. If you have other questions about the project, please contact your grant manager, Jennifer Donnelly, at 503-725-2183 or jennifer.donnelly@state.or.us.

Yours truly,

Angela Williamson
Grants Administrative Specialist

cc: Jennifer Donnelly, DLCD Regional Representative
Robert Mansolillo, DLCD Housing Team Support

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT



AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: July 22, 2020	
Grantee Clackamas County 150 Beaver Creek Road Oregon City, Oregon 97045	Grant No. TA-21-277
Project Title: HB 2001 Code Assistance	
Grantee Representative Martha Fritzie, Senior Planner 503-742-4529 MFritzie@clackamas.us	DLCD Grant Manager Jennifer Donnelly 503-725-2183 jennifer.donnelly@state.or.us
GRANT AMOUNT: \$114,500	CLOSING DATE: June 18, 2021
Last day to amend agreement: March 1, 2021	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information, and refinement of scope by October 15, 2020 (Project Requirement 8)

Signed agreement(s): between the Grantee and consultant(s), no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1 – Comprehensive Outreach Program Development

Task 2 – Develop Engaging and Visually Appealing Outreach Materials

Task 3 – Implement Comprehensive Outreach Program

Grantee and the consultant(s) will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-21-277

Clackamas County

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **Clackamas County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$114,500** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A 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 DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.

- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD 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 (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by 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 the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager. Reimbursements will not be unreasonably withheld.
11. **Ownership of Product(s).**
 - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
 - b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-

exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall use commercially reasonable efforts to secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall use commercially reasonable efforts secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON 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 FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee; however, DLCD shall reimburse Grantee for any expenses incurred or contracted before the date of termination;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, 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.

- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or

- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

15. Accounting and Fiscal Records: Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related

to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **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 DLCDC (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.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCDC or any other duly authorized representative of DLCDC shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCDC.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCDC or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCDC. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: Clackamas County

Grant No. TA-21-277

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
Gordon Howard		
Signature of DLCD Grant Program Manager	Community Services Division Manager	

PROJECT PURPOSE STATEMENT

Public engagement is essential to the successful and meaningful modification of the DLCD model code to fit the unique needs in urban unincorporated Clackamas County. While staff will prepare updates to land use regulations in the Clackamas County Zoning & Development Ordinance (ZDO) to comply with HB 2001, we need consultant support to engage, inform, build understanding and gather input from the public regarding housing needs, including where triplexes, quadplexes, townhouses and cluster cottages would be appropriate.

Graphics, presentation and online engagement expertise will also be valuable to support the project's success.

It has become apparent in recent years that traditional approaches to public engagement often fall short of reaching all components of a community that may be affected. Outreach efforts must actively engage a diverse array of community members to ensure outcomes of any code amendments are equitable and meet the needs of all members of the community, especially historically marginalized communities including recent immigrants and people of color.

Traditional engagement methods such as town hall meetings and neighborhood gatherings may be successful with older generations and the “usual suspects” who are already involved in their community. However, it is important to engage people – especially traditionally under-represented groups – by going where they are, including online, through social media and with other technology tools to obtain input from a wider audience, potentially reaching a younger audience and other groups unable or uninterested in accessing project information through traditional means. And at this time, as the country responds to COVID -19 and prepares for its eventual aftermath, it is clear that there is an even greater need for extensive and meaningful online outreach and engagement for missing middle housing strategies.

Finally, with so much competition for time and attention, public engagement tools need to be visually dynamic, appealing, informative and quick. For example, Survey Monkey advises users to keep surveys to 10 questions or less. Also, if you ask not “if” a triplex would be compatible with the existing neighborhood but “how” it would be compatible, and have visual examples, people may be able to learn about what the middle housing bill will mean for their neighborhood while providing county staff with vital information on what design guidelines to include in the code and what areas are appropriate for higher density.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Advisory Committees

County staff anticipates incorporating working groups with this outreach phase of the project to update the development code for HB2001 and middle housing. Depending on the recommendations resulting from the outreach, the county may establish an advisory committee to work with county staff during the next phase, which will include the drafting and adoption of the middle-housing code amendments.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCDC supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized.

Consultant Role

The Project will use consultant services to perform technical analysis related to the development and implementation of a housing outreach program.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCDC may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is June 18, 2021.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCDC Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCDC.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCDC those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCDC in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCDC by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCDC or if the product is one-of-a-kind document.

5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor(s) no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by October 15, 2020:
 - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft.
10. Grantee will coordinate and provide notice to DLCDC of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
11. Grantee will consult with the DLCDC Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
12. Grantee will submit a written status report quarterly and at the request of the DLCDC Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C. Quarterly reports shall be submitted in September 2020, December 2020 (or with interim payment), and March 2021.
13. DLCDC will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCDC Grant Manager.
14. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
15. Grantee will not use or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).

16. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings not directly related to the Project. Grantee must use its own funds, or in-kind contributions for all such regularly scheduled or other scheduled meetings and hearings.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract(s) in Project Requirement 7.

Pre-Task Timeline: By the date specified in that requirement.

Pre-task report budget: \$0

Task 1: Comprehensive Outreach Program Development

- A. In consultation with county staff, Consultant will develop a comprehensive outreach program that includes working with community-based organizations in urban unincorporated Clackamas County to connect with historically marginalized communities, and support their engagement in development of code amendments responsive to HB 2001.
- B. Explore partnership and engagement opportunities:
- a. Create partnerships with other county divisions, such as Clackamas County Public Health Division, to connect with community-based organizations in the project area to inform the project approach and to understand needs within different communities with regard to how middle housing types could affect their housing choices.
 - b. Explore opportunities to partner with school districts or other potential avenues to engage youth in the planning process.
 - c. Connect with and create partnerships with members of historically marginalized communities including translators, or representatives from community organizations such as Unite Oregon and Verde, who have a presence in the community already.
- C. Provide county staff with a preliminary media campaign that identifies the media outlets and creates messages for staff to tailor and post to radio, paper, TV and social media to highlight the opportunity for public participation.

Task 1 Products:

Public Outreach Plan, including: A summary outlining the preferred tools and engagement strategies that will be most successful at providing meaningful engagement and identifies organizations for partnership development in future phases of the project; Identification of expected costs for obtaining services (translation, stipends, meals, childcare, e.g.) that support the engagement of historically marginalized communities and identification of existing community meetings project staff should attend; Recommendations for partnership development with non-profits and/or community based organizations to help engage community members in this and future phases of the project; and Preliminary media campaign for advertising the survey and open houses/community meetings.

Task 1 Timeline: September 1, 2020 to December 30, 2020

Task 1 budget: \$3,500

Task 2: Develop Engaging and Visually Appealing Outreach Materials

- A. Develop visually appealing outreach materials that explain, at a minimum, what middle housing is; what the requirements of HB2001 are; what the potential impacts of proposed amendments to the zoning code may be; and how to be involved in the code development and adoption the process.
- Include materials that can be distributed both in hard copy and online.
 - Assist county staff with webpage design development and content. County staff will maintain webpage internally.
 - Provide design components to county staff for use in future materials to enable a unified image through the entire process of updating the comprehensive plan and development code to comply with HB2001.
- B. Develop two or more interactive online survey(s) and/or online open house(s) about the proposed changes due to HB2001 and their potential impact. Surveys and/or open house materials and other documents/posters/handouts/flyers, etc. should be visually interesting, informative and provide the opportunity for the public and stakeholders to have meaningful input. Materials should be provided in multiple languages to assist in reaching historically marginalized communities.

Task 2 Products:

Digital and printed outreach materials; List and contact information for community organizations and translators that are available for this project; Digital images and outreach material templates; Website development materials and design components; and At least two (2) interactive online surveys or equivalent engagement activities.

Task 2 Timeline: September 1, 2020 to June 18, 2021

Task 2 budget: \$30,000

P1 – Interim Payment – Task 1 and part of Task 2

Reimbursement **up to \$26,500** upon submittal of the Product(s) listed in Tasks 1–part of Task 2 and \$3,000 for project management. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

Task 3 – Implement Comprehensive Outreach Program

- A. Consultant will lead implementation of the Public Outreach Plan, including:
- a. Managing partnerships with other county divisions and with community-based organizations involved in the project.
 - b. Scheduling, arranging for, facilitating, attending and documenting public engagement events and community meetings. Include several strategic outreach and engagement event(s) and activities for residents and local affinity, cultural and other interest groups to develop an understanding of the upcoming changes due to HB2001 and to identify their interests and concerns.
 - c. Implementation of engagement with historically marginalized communities, including the tools needed for participation including facilitation services.
 - d. Conducting the online survey(s) and/or online open house(s) and providing a summary of results and findings from these activities.

- B. Provide county staff with a summary report of outreach and findings obtained through the implementation of the Public Outreach Plan. Include recommendations that can help lay the groundwork for additional public engagement in later phases of the project, and for updating applicable policies and regulations associated within implementation of HB 2001 in order to make those changes best meet the varying needs of the diverse communities and neighborhoods in Clackamas County.

Task 3 Products:

Task 3 products include meeting materials and summaries as well as a final summary report of outreach findings and recommendations that will inform the amendments to the development code and comprehensive plan to provide more housing opportunities through the implementation of HB 2001. Implementation of the engagement identified in the Public Outreach Plan;

- Meeting materials to share on the website and with decision-makers;
- Meeting summaries that are website worthy and can be shared with decision-makers;
- Recordings of online meetings to provide on website;
- Survey results summary(ies) that can serve as both outreach material and a citizen involvement tracker; and
- Final summary report of outreach and findings, with recommendations for staff to consider as amendments to development code and comprehensive plan are proposed.

Task 3 Timeline: January 1, 2021 to June 18, 2021

Task 3 budget: \$75,000

FP – Final Payment

Reimbursement of **up to \$88,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 2, Task 3 and \$3,000 for project management for the grant. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than June 18, 2021.**

Budget Summary

Task 1 – Comprehensive Outreach Program Development	\$3,500
Task 2 – Develop Engaging and Visually Appealing Outreach Materials	\$30,000
Task 3 – Implement Comprehensive Outreach Program	\$75,000
Grant Management	\$ 6,000
TOTAL	\$ 114,500

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Jennifer Donnelly
Portland Regional Solution Center
1600 SW Fourth Avenue, Suite 109
Portland, Oregon 97201

Office: 503-725-2183
Mobile: 971-239-9451
E-mail: jennifer.donnelly@state.or.us

Housing Team Support Staff:

Robert Mansolillo
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Office: 503-934-0053
Email: robert.mansolillo@state.or.us

OR

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-934-0034
E-mail: gordon.howard@state.or.us

Payment requests should be sent to:

Grants Administrative Specialist

Angela Williamson
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-934-0054
E-mail: DLCD.GFGrant@state.or.us

**Department of Land Conservation and Development (DLCD)
2019-2021 Request for Interim Reimbursement / Final Closeout**

Grantee Name Clackamas County		Grant No. assigned by DLCD TA-21-277	Final Payment Yes No
Grant Agreement Start Date From: Execution	Grant Agreement Close Date To: June 18, 2021	Period covered by this Payment From:	Period covered by this Payment To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
Transactions	Previously Reported	This Payment	Cumulative
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
5. Total (add lines 1-4)			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
10. Total (add lines 6-9)			
11. Payment requested (from line 5)	DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.			
13. Typed or Printed Name and Title		14. Address where payment is to be sent	
15. Signature of Authorized Certifying Official		16. Date Payment Submitted	

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2019-2021 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@state.or.us. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
 - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
 - Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@state.or.us, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 503-934-0054) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
 Department of Land Conservation and Development
 635 Capitol St. NE Suite 150
 Salem, OR 97301



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Jim Turin & Sons, Inc. for the
Salmon River Road Pavement Preservation Project**

Purpose/Outcome	This contract will construct a two-inch asphalt overlay of Salmon River Road, from Highway 26 to Welches Road. The project includes grinding asphalt tapers at intersections and removing of existing guardrail, constructing new guardrail, paving, striping and performing additional and incidental work as called by the specifications and plans.
Dollar Amount and Fiscal Impact	Contract Value \$540,633.00, which is budgeted in DTD Project #22274.
Funding Source	\$200,000 grant from Western Federal Lands. \$340,633 from County Road Funds.
Duration	Contract Execution through October 30, 2020.
Previous Board Action/Review	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement 07/11/19: BCC Authorization of Western Federal Lands Highway Division Memorandum of Agreement 09/05/19: BBC Approval of Western Federal Lands Access Program Project Memorandum of Agreement
Strategic Plan Alignment	This project follows the Board's Key Initiatives to provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Review	1. Date of Counsel review: 8/4/2020 2. AN
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Mike Ward, 503-742-4688
Contract No.	3052

Background:

The East Salmon River Road Surface Preservation Project will add a two-inch asphalt overlay to about 2.03 miles of road, from the intersection of Highway 26 to the intersection of Welches Road. East Salmon Road has an average daily traffic of 400 vehicles per day and is classified as a minor arterial.

This project will include, but not be limited to: placing approximately 4,000 tons of asphalt; grinding about 1,300 square yards of asphalt; removing 400 feet of existing guardrail; installing 900 feet of guardrail to current standards; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than September 30, 2020, with final completion no later than October 30, 2020.

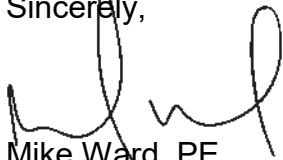
Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on June 16, 2020. Bids were publicly opened on July 9, 2020. The County received three (3) bids: Granite Construction Company, \$589,589.00; Jim Turin & Sons, Inc., \$538,433.00; and Moore Excavation, Inc., \$633,519.00. After review of the bids, Jim Turin & Sons, Inc. was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Jim Turin & Sons, Inc. for the Salmon River Road Pavement Preservation Project.

Sincerely,



Mike Ward, PE
Civil Engineer

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

AGREEMENT FORM

Contract #3052

This Public Improvement Contract for the Salmon River Road Pavement Preservation Project (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "County," and **Jim Turin & Sons, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2020-45 Salmon River Road Pavement Preservation

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **five hundred thirty-eight thousand four hundred thirty-three dollars (\$538,433.00)** (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents as defined in Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the prices fixed in the Contractor's Bid Proposal for said work as set forth herein under the Schedule of Bid Prices.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Bond
- Bid Proposal and Schedule of Prices
- Public Improvement Contract Form
- Affidavit of Non Collusion
- Addendum #1
- First-Tier Subcontractor Disclosure Form
- Certificate Regarding Ineligible Contractors
- Performance Bond and Payment Bond
- Prevailing Wage Rates
- Plans, Special Provisions and Drawings
- General Conditions for Construction for (Certified LPA) Clackamas County
- DBE, FHWA and ODOT Forms in Section 13

2. Representatives.

Contractor has named Dan J. Turin as its Authorized Representative to act on its behalf.

The County designates Mike Ward as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the County.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the prior written permission of County, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to County at least 30 days prior to the intended time of substitution. When replacements have been approved by County, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the prior written permission of County. The Contractor's project staff shall consist of the following personnel:

Project Executive: Dan J. Turin shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Dan J. Turin shall be the Contractor's project manager and will participate in all meetings throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION: September 30, 2020 (Issuance of 2nd Note)

FINAL COMPLETION DATE: October 30, 2020 (Issuance of 3rd Note)

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Third Notification by the above specified dates.

5. Insurance Certificates.

In accordance with Section 00170.70 of Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, Contractor shall furnish proof of the required insurance naming Clackamas County and the State of Oregon and the Oregon Department of Transportation as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to County or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of County and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

