

Draft

Approval of Previous Business Meeting

Minutes:

July 29, 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, July 29, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

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

**EXCUSED:** Commissioner Paul Savas

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Cooling Shelter Update: Rod Cook and Mary Rumbaugh gave update  
~Board Discussion~

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

1. Third Reading of an Ordinance Amending Chapter 8.03 of the Clackamas County Code  
– Secondhand Dealers (Scott Ciecko, County Counsel)

Opened Public Comment

2nd hand dealers Public Comment in Person:

Steve Souza – Oregon City – 2nd hand dealers

2nd hand dealers Public Comment zoom:

N/A

Closed Public Comment

Chair Smith: I move we set this matter over for a third hearing.

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Schrader: Aye

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

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

#### **A. Health, Housing & Human Services**

1. Approval of an Amendment #01 to a Subrecipient Agreement with Lifeworks NW for Intensive Case Management Services. Amendment adds \$44,301.60 for a maximum contract value of \$310,111.20, through the State of Oregon, Community Mental Health Program. No County General Funds are involved. – *BH*
2. Approval of Amendment #04 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment does not change the funds available under the agreement. It changes the source of the funds. Funded provide by the State of Oregon, Oregon Health Authority. The current amount if the IGA is \$9,086,559.18. No County General Funds are involved. – *BH*

3. Approval of Amendment #05 to an Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment adds \$53,067.66 for a maximum agreement of \$9,139,626.84, through the State of Oregon, Oregon Health Authority. No County General Funds are involved. – *BH*
4. Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon Department of Human Services, Aging and People with Disabilities Division for Provision of Services to Clackamas County Residents. Amendment adds \$224,000 for a new total of \$8,391,334. No additional County General Funds. – *SS*
5. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for HB2017 State Transportation Improvement Fund Discretionary Program Funds for the I205 / Borland Rd / Bridgeport Village Pilot Transit Service. Maximum award amount is \$900,000 through HB2017. 20 % matching funds will be covered through Clackamas County STIF funds and Washington County committed match funds. No County General Funds are involved. - *SS*

**B. Department of Transportation and Development**

1. Approval of an Amendment to a Contract with Harper Houf Peterson Righellis, Inc. for the Linwood Avenue Improvement Project. Amendment adds \$205,948.88 for a total contract not to exceed \$1,332,343.90 through the North Clackamas Revitalization Area Urban Renewal funding. No County General Funds are involved.
2. Approval of a Contract with Eagle-Elsner, Inc. for the Thiessen I Area Paving Package No. 1: Total Contract Value \$480,000; Community Road Fund. No County General Funds are involved. - *Procurement*
3. Approval of a Contract with Murraysmith, Inc., for the Construction Engineering Support and Inspection Services for the 2021 Paving Packages Project: Total Contract Value \$214,217; Community Road Fund and Road Fund. No County General Funds are involved. - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County on behalf of the Clackamas County Sheriff's Office and the United States, acting by and through the Department of Homeland Security, Seattle Field Office for the use of the Public Safety Training Center Complex. This is an estimated annual revenue of \$50,000, billed to the Department of Homeland Security. No County General Funds are involved. – *CCSO*
3. Approval to Apply for the 2021-2023 Victims of Crime Act (VOCA) and Criminal Fine Account (CFA) Non-Competitive Grant for Prosecutor Based Victim Program Grant. These are two grants through one application: VOCA in the amount of \$1,023,466 and CFA in the amount of \$369,136. Funded through the Oregon Department of Justice Crime Victim's Services Division. No County General funds are involved. – *DA*

**D. County Administration – Pulled for Discussion**

1. Approval of a FY 20/21 Work and Financial Plan with United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for Predator Management. Maximum contract value is \$79,500 through County General Fund.

**E. Technology Services**

1. Approval of a Service Level Agreement between CBX and Western Independent Networks, Inc. for a Dark Fiber Connection. Total contract value is \$30,780 (\$855/month for 36 months, funded through CBX. No County General Funds are involved.

**F. Juvenile**

1. Approval of Intergovernmental Agreement No. DCJ-IGA-R-10721-2019 (Formerly Contract Number 0607133 Amendment #11) Between Multnomah and Clackamas Counties. This amendment reduces the number of beds that Clackamas and Washington Counties can utilize free of charge in excess of the 13 beds we pay for, from 34 to 31 beds.

## **G. Human Resources**

1. Approval of the Section 125 Cafeteria Plan Document. Total cost is \$3,415 in legal fees. Funded through Department Monthly Benefit Administration Fees.

## **H. Community Corrections**

1. Approval of an Intergovernmental Agreement #1 between Clackamas County Community Corrections and City of Wilsonville to Provide Work Crew Services. IGA will provide approximately \$62,800 in revenue, funded through the City of Wilsonville. No County General Funds are involved.
2. Approval of an Intergovernmental Agreement Amendment #2 between Clackamas County Community Corrections and Metro to Provide Work Crew Services. IGA will provide \$12,200 in revenue, funded through Metro. No County General Funds are involved.
3. Approval of an Intergovernmental Agreement Amendment #2 between Clackamas County Community Corrections and Clackamas River Water to Provide Work Crew Services. IGA will provide \$8,000 in revenue, funded through Clackamas River Water. No County General Funds are involved.

Read Consent Agenda

MS asked to pull item D.1 for discussion

### **~Board Discussion~**

Commissioner Shull: I move for approval of the content agenda with removal of item D.1 for discussion.

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

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

### **~Board Discussion~**

Commissioner Shull: I for approval of D.1

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye

Commissioner Fischer: Abstain.

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 3-0-1

**Announce the Board will recess as Board of County Commissioners and Convene as the Board for Water Environment Services for the consent agenda**

## **III. WATER ENVIRONMENT SERVICES CONSENT AGENDA**

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

1. Approval of Contract between Water Environment Services and Kennedy/Jenks Consultants, Inc. for the Boring Pump Station and Force Main Engineering Services. Total contract value is \$1,907,043 until July 1, 2022. Funded through Direct Capital Projects fund. No County General Funds are involved.

**Announce the Board will adjourn as the Water Environment Services and Re-convene as the Board of County Commissioners for the remainder of the meeting.**

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

**Opened Public Comment**

**General Public Comment in Person:**

1. **Angel Falconer - Clackamas County - Milwaukie Bay Park**
2. **Lisa Batey - Clackamas County - Milwaukie Bay Park**

**~Board Discussion~**

3. Laurie Tauscher – Clackamas - Resolution to support citizens by not enforcing mandates that do not comply with the United States and/or Oregon constitutions
4. Brenda Ruble - Clackamas County - Public comment non agenda item
5. Beki Cowling – Estacada – myself and my family what mask and shutdown mandates have done to my children

**~Board Discussion~**

6. Les Poole – Gladstone – Public Comment, Metro; COVID
7. Janice Wenzel – Oregon City – Bees; Boo Poop
8. Lisa Peirce – Oregon City – Resolution like Douglas County

**~Board Discussion~**

**General Public Comment Zoom: \*Registered but did not speak**

1. Don Powers – Sherwood – US and Oregon Constitutional role of government
2. \*Rene Gomez – Milwaukie – Mask Mandate / First Amendment
3. \*Amanda Fisk – Milwaukie – Violation of ADA
4. Brett Duax – Happy Valley - Masks, Vaccine ID, Rights and a solution to the board
5. \*Farin Da Silva – Oregon City - Adopting Douglas Resolution To Follow The Constitution Vis 'Covid'
6. Michael Weber – Milwaukie – COVID
7. \*Jackson Calhoun – Gladstone - Please adopt a resolution stating that Clackamas County will not uphold any lower level laws that violate the Constitution
8. \*Jennifer Pitcairn – Gladstone - 4. Public Communication regarding state of emergency
9. Dana Hindman-Allen – Sandy - Citizen communication/ Covid Measures
10. Bill Wehr - Clackamas County - public policy
11. Christine Kennedy – Lake Oswego - Covid public communication

**~Board Discussion~**

12. Cris Waller – Milwaukie - COVID

**~Board Discussion~**

**Closed Public Comment**

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

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

***Adjourned 12:10 PM***



Tami Little  
County Assessor

## Assessment & Taxation

July 27, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of ORMAPP (the Oregon Map) Intergovernmental Agreement Contract # DOR-318-21 between the Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System

<b>Purpose/Outcomes</b>	This IGA will provide funding to continue the conversion of Clackamas County Mylar Assessor maps to digital Assessor maps, which benefits Oregon's base map system and helps facilitate and improve the administration of the ad valorem property tax system as required under ORS 306.135.
<b>Dollar Amount and Fiscal Impact</b>	This semi-annual IGA Contract is \$35,000 for this funding period. Amount varies with each ORMAPP grant request due to funding availability and resources needed. The A&T Department dedicates an additional \$10,000 annually, to support the conversion of maps through quality control, new plat maintenance, plat and deed research and project management.
<b>Funding Source</b>	State of Oregon, Department of Revenue
<b>Duration</b>	Terminates June 30, 2022
<b>Previous Board Action/Review</b>	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue up to twice a year in varying amounts.
<b>Strategic Plan Alignment</b>	1. This item aligns with the department's strategic business plan goals by providing Assessment & Taxation customers the ability to conduct business online. 2. This item aligns with the following County Strategic Priority: Build public trust through good government.
<b>Counsel Review</b>	Counsel Reviewed on 7/13/2021 by Stephen L. Madkour
<b>Procurement Review</b>	This item was not processed through procurement since it is an IGA grant and procurement review is not required.
<b>Contact Person</b>	Bronson Rueda, Deputy Assessor – Department of Assessment & Taxation 503-655-8304

### BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the Oregon Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAPP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon Department of

Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our spring 2021 award of our grant request for continuing work to retire Mylar Maps (paper maps created in the 1960's) and create digital maps for the ORMAP program, which satisfies ORMAP Goal 6.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows users of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed, and approved, these on-going ORMAP contracts.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve Intergovernmental Agreement Contract # DOR-318-21 with the State of Oregon Department of Revenue for the continued conversion of Mylar maps to a digital GIS database.

Respectfully submitted,

A handwritten signature in black ink that reads "Tami Little". The signature is written in a cursive, flowing style.

Tami Little  
County Assessor

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #DOR-318-21**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue (“Department”) and Clackamas County A&T (“County”).

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$35,000.00** (the “Award”) to the County to fund all or part of the activities set forth in Exhibit A (“Proposal”) which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the “Project”. All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the “Total Project”. (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **June 30, 2022** (“Project Completion Date”). Final billing for the Project shall be submitted to the Department on or before **July 8, 2022**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County’s request for disbursement, the Department shall disburse the



Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other 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.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

#### IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

#### V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

## VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
  2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
  2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department 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.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their

respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. 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, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. 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 the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is 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. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE

COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its  
Department of Revenue  
Authorized Agency Signature

By: \_\_\_\_\_

Kathryn Jones, Senior Operations Analyst, DPO

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

COUNTY:

Clackamas County (A&T)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

# EXHIBIT A

AWARD LETTER  
COUNTY GRANT PROPOSAL





# Oregon

Kate Brown, Governor

Department of Revenue  
Property Tax Division  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
www.oregon.gov/dor

May 11, 2021

Kevin Clarke  
Clackamas County Assessment & Taxation  
Development Services Building  
150 Beaver Creek Rd  
Oregon City, OR 97045

Dear Mr. Clarke

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2021 through June 30, 2022.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	285 Remapped Tax Maps	\$35,000.00
2		
Total		\$35,000.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Jason D. Brockie  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: County Assessor  
DOR Finance Department  
File

# ORMAP Grant Application

<b>Section I. County and Grant Information</b>			
<b>A. County:</b> Clackamas County A&T		<b>B. Funding Cycle:</b> Spring 2021	
<b>C. Project will help meet ORMAP Goal(s):</b> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/>		<b>D. Fund Request:</b> \$35,000	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
<p>This project is a continuation of Clackamas County's ORMAP Tax Map conversion program. The funds requested for this period will be used to annotate and prepare final Digital Assessor Maps. With full funding, 285 tax maps will be completed to ORMAP standards for this project period.</p>			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input type="checkbox"/>	Tax Lot Conversion		
<input checked="" type="checkbox"/>	Tax Map Conversion	Conversion of Mylar Assessor Maps to final Digital Assessor Maps.	
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Assessor Map Annotation	285	\$122.81	\$35,000
County Contribution (Detailed below)			
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Clackamas County Assessment & Taxation Dept.	\$10,000 – New plat maintenance, plat and deed research and quality control.		
<b>A. Assessor's Signature &amp; Date:</b>	<span style="float: right; margin-left: 20px;">April 8, 2021</span>		
<b>F. Fiscal Coordinator – Name &amp; Contact Number:</b>	Megan Nava 503-655-8671		
<b>G. Project Coordinator – Name &amp; Title:</b>	Kevin Clarke 503-655-8671		
<b>E-mail address:</b>	KClarke@clackamas.us		

<b>Phone Number:</b>	503-655-8671
<b>Mailing Address:</b>	Clackamas County Assessment & Taxation Development Services Building 150 Beaver Creek Rd Oregon City, OR 97045

**Section III. Detail Project Information –Answer all questions**

**A. Overview**

**1. Describe what the project is trying to accomplish.**

Clackamas County is continuing retire Mylar Maps that were created in the 1960’s. As the Digital tax lot layer is upgraded, A&T updates & annotates Digital Assessor Maps in a Final form in accordance with ORMAP Goal 6 standards to retire Mylar maps.

**2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**

The project will cover a variety of areas in the remaining 15% of the incomplete Final Digital Assessor maps.

**3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)**

Prior to the Fall 2006 ORMAP contract, all efforts were to re-map urban areas. As the digital GIS database developed through ORMAP funding and regular maintenance, we started to finalize Digital Maps and retire Mylar Assessment Maps that were up to ORMAP Goal 4 standards. This was through our normal maintenance process. The Fall 2020 grant was used for annotating maps that have line work up to ORMAP standards and are now designated as “ready for Cartography” in our map status list by temporary employee/s. The Spring 2021 grant will continue this work.

**4. Describe, in detail, your technical approach to the project (such as, mapping methodology).**

Take converted digital maps and newly created tax lot parcel maps and identify missing Cartographic Elements that are required by the Department Of Revenue for Goal 6 compliant Assessor’s cadastral maps by comparing the digital elements with the current Assessor’s Mylar maps. Add those elements into an ORMAP/ESRI compliant geodatabase to produce final maps. Deeds, surveys, GPS points in our construction fabric layer, orthophotography, and existing tax lot maps are used to annotate and adjust tax maps to create final digital tax maps. To ensure quality, staff will use the ESRI ArcMap 10.7 tools as well as the ORMAP Parcel editing tools to add annotation to create the cartographic features necessary to produce final maps.

**5. Describe the project deliverables.**

This project will deliver 285 additional final maps, fully annotated, rectified to control meeting ORMAP tax lot standards. As new subdivisions are created those tax lots are mapped to ORMAP standards under our maintenance process.

**6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**

Temporary staff working under the supervision of the Cartography staff will do the work. They will annotate, verify deed and survey information to complete the assessor Map. Cartography staff will QC the maps to verify that everything is to ORMAP Goal 6 standards. Control points will be obtained from County staff.

**7. How will the county cartographer integrate the deliverables into the County’s maintenance plan?**

The County Cartographer will use various tools developed for maintenance to update any changes that might occur for the Assessor Maps finalized in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to complete the tax maps, directed exclusively by the County Cartographer.

**8. Provide a project timeline with milestones or completion dates.**

This project deals with tax maps, of which 85% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 6 in April 2022. Thus far, we have finalized 2890 tax maps to ORMAP specifications to date.

**9. Does this project have any partnerships? If yes, please identify them.**

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

**10. Describe any innovations utilized by this project.**

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old Mylar tax maps and completely replace them with a digital product.

**11. Detail Costs (who is paying for what).**

100% of this current project is funded by ORMAP.

**B. Quality Control**

**1. Who will be responsible for quality control (QC)?**

All Quality Control is the responsibility of Clackamas County's Departments of Assessment and Taxation and Technology Services, GIS Division.

**2. Will county cartography staff review the deliverables?**

Yes. The cartography staff in the Assessor's Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

**3. Will there be a review by Department of Revenue's cartography staff?**

That is arranged by A&T Cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

**4. Describe QC procedures.**

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manner will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

**C. Project Detail**

**1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?**

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

**2. Is this project part of an ongoing or multi-phased remapping project?**

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan. In addition, this project is likely to be the first of three where ground control will be requested.

**3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?**

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	163,102	162,840	99.8%
Tax Maps	3,412	2,897	84.9%

**4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?**

Current projected completion date is April 2022.

**5. Is this project part of a multi-county effort? If so, please explain.**

No.

**6. Will the project cost be affected if it is not fully funding this cycle?**

Yes. It will delay our overall completion time.

**D. Data Availability**

**1. Does the county have a data sharing agreement with the State?**

Yes.

**2. Identify any data restrictions or licensing issues.**

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement. The public has access to digital tax lot lines freely over a GIS Data Portal.

**E. Background Information**

**Any other information that you feel may help support the project.**

**F. Other Issues - Please identify.**

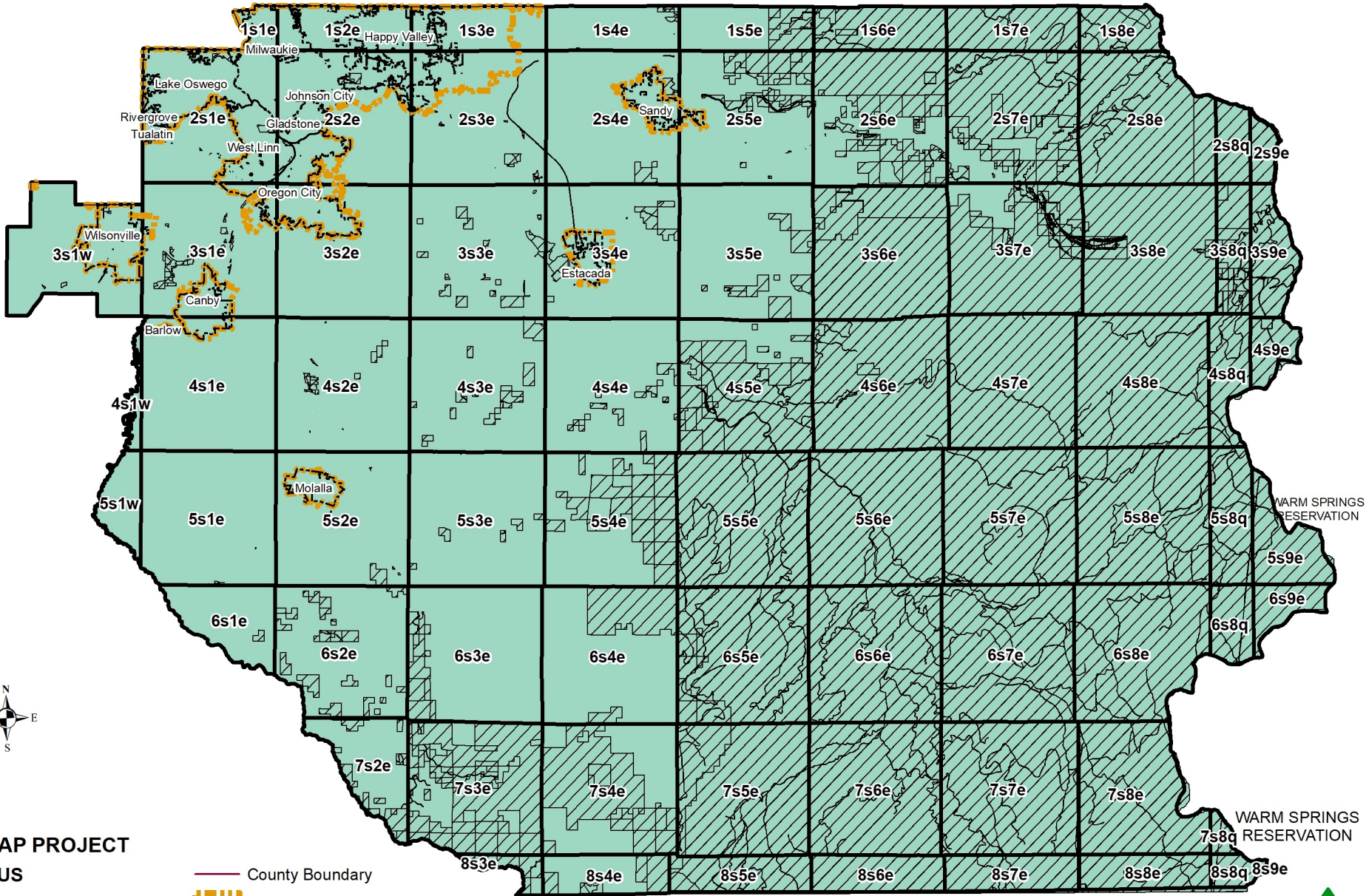
We have entered areas of the County that have insufficient survey ground control to map tax lots to rural ORMAP standards. Acquiring this control will be time consuming and expensive. This may affect the progress towards our completion timeframe.

**Submit completed forms to:**

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>

# ATTACHMENT 1

## ORMAP PROJECT STATUS MARCH 2021



### ORMAP PROJECT STATUS

- Completed or In Progress
- Metro Urban Growth Boundary
- Not Started
- USFS, BLM, and ODF Resource Lands
- County Boundary

COUNTY COUNSEL DOCUMENT REVIEW  
TRANSMITTAL FORM

DATE: July 13, 2021

TO: COUNTY COUNSEL

ATTORNEY: Stephen L. Madkour

FROM: Bronson W. Rueda\_\_ (name)

EXTENSION: x7627\_\_ DEPARTMENT/DIVISION: A&T\_\_

BILL TO A&T\_\_ (Department/Division to be billed)

TYPE OF DOCUMENT: State ORMAP IGA\_\_

NAME OF DOCUMENT: #DOR 318-21\_\_

REQUESTED RETURN DATE: July 14, 2021\_\_

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APPROVED AS TO FORM:

County Counsel: \_\_

Date: 7/13/21

Counsel Comments:

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