



April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Modification #7 of Grant Agreement 13-SA-11060600-013 between
Clackamas County and USDA Forest Service – Mt. Hood National Forest for the
Dump Stoppers Program

| | |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | Business & Community Services County Parks & Forest division manages the Dump Stoppers program which provides illegal dumping prevention and cleanup services on county and federal forest lands. |
| Dollar Amount and Fiscal Impact | \$50,000 of United States Department of Agriculture (USDA) Forest Service funds will be added to existing grant agreement number 13-SA-11060600-013. Matching funds of \$13,168.80 will come from the Dept. of Transportation and Development's (DTD) FY20/21 Sustainability and Solid Waste division budget as support to the program. |
| Funding Source | USDA Forest Service - \$50,000; DTD Sustainability and Solid Waste Division - \$13,168.80 |
| Duration | Through 12/31/2021 |
| Previous Board Action | Original grant agreement was approved on May 15, 2013 by the delegated authority of the BCC to BCS Director. |
| Strategic Plan Alignment | 1. This grant funding will help protect our natural resource by reducing negative water quality impacts to our watershed. 2. This grant will further support Good Governance and efficient use of County resources by leveraging local funds with federal funds. |
| County Counsel Review | County Counsel Review Date: March 25, 2020. Counsel Initials: ARN |
| Procurement Review | Was the item processed through procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is a grant agreement. |
| Contact Person | Rick Gruen, BCS County Parks Manager (503)742-4345 |
| Contract No. | 13-SA-11060600-013 Modification #7 |

BACKGROUND: Dump Stoppers was created in 2003, with three major goals: locate and clean up illegally dumped waste on forested lands in Clackamas County; enforce anti-dumping laws and regulations; and educate the public about the negative consequences of illegal dumping. This grant through the USDA Forest Service Retained Receipts will provide for approximately 103 combined days of Dump Stoppers staff labor, and vehicle operation costs related to dump site cleanups where potential pollutants and hazardous waste have a direct impact on water quality in streams that flow onto or from national forest lands. Matching funds will provide for Clackamas County Sheriff patrols and enforcement support for the program.

ATTACHMENTS:

- Grant Life Cycle Form
- Modification #7 of Grant Agreement 13-SA-11060600-013

RECOMMENDATION: Staff recommends Board approval of Modification #7 to the USDA Forest Service Grant 13-SA-11060600-013 and authorizes the BCS Director or Deputy Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura Zentner, Director
Business and Community Services



| | | |
|-------------------------------------------|------|----------|
| MODIFICATION OF GRANT OR AGREEMENT | PAGE | OF PAGES |
| | 1 | 2 |

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-SA-11060600-013 Dump Stoppers | 2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: | 3. MODIFICATION NUMBER: 7 |
| 4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055 | 5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Mt. Hood National Forest Clackamas River Ranger District 16400 Champion Way Sandy, OR 97055 | |
| 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas, County of 2051 Kaen Rd Oregon City, OR 97045 Clackamas County Dump Stoppers 150 Beaver Creek Road Oregon City, OR 97045 | 7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A | |

8. PURPOSE OF MODIFICATION

| | |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK ALL THAT APPLY: | This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above. |
| <input checked="" type="checkbox"/> | CHANGE IN PERFORMANCE PERIOD: Extend expiration date from 12/31/2020 to 12/31/2021. |
| <input checked="" type="checkbox"/> | CHANGE IN FUNDING: Add \$50,000.00 for continuation of the project. All previously obligated funds remaining are remain available for use. |
| <input checked="" type="checkbox"/> | ADMINISTRATIVE CHANGES: See Box 9. |
| <input type="checkbox"/> | OTHER (Specify type of modification): |

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Stewardship retained receipts can be used on or off-forest sites in which potential pollutants and hazardous waste have a direct impact on water quality in streams that flow onto or from national forest lands. Photo documentation of the types of trash and debris being cleaned up from various off-forest locations is required to be included in the County's performance reports.

Stewardship retained receipts cannot be expended for removing abandoned cars, washers, and refrigerators, and picking up trash along forested roads, turnouts, and landings not impacting forest resources. Also, retained receipts cannot be used for enforcement of dumping laws, educating the public on the negative resource impacts of trash dumping, signs, or for other various prevention methods and programs.

The U.S. Forest Service's invoice e-mail address has been revised to sm.fs.asc_ga@usda.gov.

Jessica Clark replaced De Ette Stofleth as the Grants Management Specialist and can be contacted at:
 Gifford Pinchot National Forest
 501 E 5th St, Bldg 404 (mail)
 Vancouver, WA 98661
 Telephone: 360-891-5168
 E-mail: jessica.clark@usda.gov.



Jane Dalgliesh replaced Gwen Collier as the Forest Service Unit Management Specialist and can be contacted at:
Mt. Hood National Forest
Clackamas River Ranger District
16400 Champion Way
Sandy, OR 97055
Telephone: 503-630-8798
E-mail: jane.dalgliesh@usda.gov

10. ATTACHED DOCUMENTATION (Check all that apply):

| | |
|-------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> | Revised Scope of Work |
| <input type="checkbox"/> | Revised Financial Plan |
| <input checked="" type="checkbox"/> | Other: Appendix A Financial Plan and Appendix B Technical Proposal |

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

| | | | |
|---------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------|-------------------|
| 11.A. THE COUNTY SIGNATURE | 11.B. DATE SIGNED | 11.C. U.S. FOREST SERVICE SIGNATURE | 11.D. DATE SIGNED |
| (Signature of Signatory Official) | | (Signature of Signatory Official) | |
| 11.E. NAME (type or print): SARAH ECKMAN | | 11.F. NAME (type or print): RICHARD PERIMAN | |
| 11.G. TITLE (type or print): Deputy Director, Clackamas County Business and Community Services | | 11.H. TITLE (type or print): Forest Supervisor, Mt. Hood National Forest | |

12. G&A REVIEW

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 12.A. The authority and format of this modification have been reviewed and approved for signature by: <u>JESSICA CLARK</u> (13-SA-11060600-013 Mod 7) U.S. Forest Service Grants & Agreements Specialist | 12.B. DATE SIGNED |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

| COST ELEMENTS | FOREST SERVICE CONTRIBUTIONS | | COOPERATOR CONTRIBUTIONS | | (e) Total |
|-----------------------------|------------------------------|------------------------------|--------------------------|----------------|--------------------|
| | (a) Noncash | (b) Cash to Cooperator | (c) Noncash | (d) In-Kind | |
| Direct Costs | | | | | |
| Salaries/Labor | \$1,700.00 | \$40,664.05 | \$13,168.80 | \$0.00 | \$55,532.85 |
| Travel | \$14.00 | \$9,141.95 | \$0.00 | \$0.00 | \$9,155.95 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Supplies/Materials | \$0.00 | \$194.00 | \$0.00 | \$0.00 | \$194.00 |
| Printing | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Subtotal | \$1,714.00 | \$50,000.00 | \$13,168.80 | \$0.00 | \$64,882.80 |
| Coop Indirect Costs | | \$0.00 | \$0.00 | | \$0.00 |
| FS Overhead Costs | \$205.68 | | | | \$205.68 |
| Total | \$1,919.68 | \$50,000.00 | \$13,168.80 | \$0.00 | \$65,088.48 |
| Total Project Value: | | | | | \$65,088.48 |

| Matching Costs Determination | |
|---------------------------------------------------|----------------|
| Total Forest Service Share = (a+b) ÷ (e) = (f) | (f) 79.77% |
| Total Cooperator Share (c+d) ÷ (e) = (g) | (g) 20.23% |
| Total (f+g) = (h) | (h) 100.00% |

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

| Job Description | Cost/Day | # of Days | Total |
|-----------------|----------|-----------|------------|
| Program Manager | \$340.00 | 5 | \$1,700.00 |

Non-Standard Calculation

| | |
|-----------------------------|-------------------|
| Total Salaries/Labor | \$1,700.00 |
|-----------------------------|-------------------|

Travel

Standard Calculation

| Travel Expense | Employees | Cost/Trip | # of Trips | Total |
|------------------------------|-----------|-----------|------------|---------|
| Annual Dump Stoppers Meeting | 1 | \$14.00 | 1 | \$14.00 |

Non-Standard Calculation

| | |
|---------------------|----------------|
| Total Travel | \$14.00 |
|---------------------|----------------|

Equipment

Standard Calculation

| Piece of Equipment | # of Units | Cost/Day | # of Days | Total |
|--------------------|------------|----------|-----------|--------|
| | | | | \$0.00 |

Non-Standard Calculation

| | |
|------------------------|---------------|
| Total Equipment | \$0.00 |
|------------------------|---------------|

Supplies/Materials

Standard Calculation

| Supplies/Materials | # of Items | Cost/Item | Total |
|--------------------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|---------------------------------|---------------|
| Total Supplies/Materials | \$0.00 |
|---------------------------------|---------------|

Printing

Standard Calculation

| Paper Material | # of Units | Cost/Unit | Total |
|----------------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|-----------------------|---------------|
| Total Printing | \$0.00 |
|-----------------------|---------------|

Other Expenses

Standard Calculation

| Item | # of Units | Cost/Unit | Total |
|------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|--------------------|---------------|
| Total Other | \$0.00 |
|--------------------|---------------|

| | |
|------------------------------|-------------------|
| Subtotal Direct Costs | \$1,714.00 |
|------------------------------|-------------------|

Forest Service Overhead Costs

| Current Overhead Rate | Subtotal Direct Costs | Total |
|-----------------------|-----------------------|----------|
| 12.00% | \$1,714.00 | \$205.68 |

| | |
|--------------------------------|-----------------|
| Total FS Overhead Costs | \$205.68 |
|--------------------------------|-----------------|

| | |
|-------------------|-------------------|
| TOTAL COST | \$1,919.68 |
|-------------------|-------------------|

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

| Job Description | Cost/Day | # of Days | Total |
|---------------------------|----------|-----------|-------------|
| Dump Stoppers Coordinator | \$249.61 | 103 | \$25,709.83 |
| Dump Stopper Assistant | \$146.61 | 102 | \$14,954.22 |

Non-Standard Calculation

| | |
|-----------------------------|--------------------|
| Total Salaries/Labor | \$40,664.05 |
|-----------------------------|--------------------|

Travel

Standard Calculation

| Travel Expense | Employees | Cost/Day | # of Days | Total |
|----------------|-----------|----------|-----------|------------|
| Ford Ranger | 1 | \$42.53 | 103 | \$4,380.59 |
| Ford F450 | 1 | \$46.68 | 102 | \$4,761.36 |

Non-Standard Calculation

| | |
|---------------------|-------------------|
| Total Travel | \$9,141.95 |
|---------------------|-------------------|

Equipment

Standard Calculation

| Piece of Equipment | # of Units | Cost/Day | # of Days | Total |
|--------------------|------------|----------|-----------|--------|
| | | | | \$0.00 |

Non-Standard Calculation

| | |
|------------------------|---------------|
| Total Equipment | \$0.00 |
|------------------------|---------------|

Supplies/Materials

Standard Calculation

| Supplies/Materials | # of Items | Cost/Item | Total |
|--------------------|------------|-----------|----------|
| Misc Supplies | | | \$194.00 |

Non-Standard Calculation

| | |
|---------------------------------|-----------------|
| Total Supplies/Materials | \$194.00 |
|---------------------------------|-----------------|

Printing

Standard Calculation

| Paper Material | # of Units | Cost/Unit | Total |
|----------------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|--|--------|
| | \$0.00 |
|--|--------|

| | |
|-----------------------|---------------|
| Total Printing | \$0.00 |
|-----------------------|---------------|

Other Expenses

Standard Calculation

| Item | # of Units | Cost/Unit | Total |
|------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|--------------------|---------------|
| Total Other | \$0.00 |
|--------------------|---------------|

| | |
|------------------------------|--------------------|
| Subtotal Direct Costs | \$50,000.00 |
|------------------------------|--------------------|

Cooperator Indirect Costs

| Current Overhead Rate | Subtotal Direct Costs | Total |
|-----------------------|-----------------------|--------|
| | \$50,000.00 | \$0.00 |

| | |
|-----------------------------------|---------------|
| Total Coop. Indirect Costs | \$0.00 |
|-----------------------------------|---------------|

| | |
|-------------------|--------------------|
| TOTAL COST | \$50,000.00 |
|-------------------|--------------------|

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

| Job Description | Cost/Day | # of Days | Total |
|----------------------|----------|-----------|-------------|
| Dump Stoppers Deputy | \$365.80 | 36 | \$13,168.80 |

Non-Standard Calculation

| | |
|-----------------------------|--------------------|
| Total Salaries/Labor | \$13,168.80 |
|-----------------------------|--------------------|

Travel

Standard Calculation

| Travel Expense | Employees | Cost/Trip | # of Trips | Total |
|----------------|-----------|-----------|------------|--------|
| | | | | \$0.00 |

Non-Standard Calculation

| | |
|---------------------|---------------|
| Total Travel | \$0.00 |
|---------------------|---------------|

Equipment

Standard Calculation

| Piece of Equipment | # of Units | Cost/Day | # of Days | Total |
|--------------------|------------|----------|-----------|--------|
| | | | | \$0.00 |

Non-Standard Calculation

| | |
|------------------------|---------------|
| Total Equipment | \$0.00 |
|------------------------|---------------|

Supplies/Materials

Standard Calculation

| Supplies/Materials | # of Items | Cost/Item | Total |
|--------------------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|---------------------------------|---------------|
| Total Supplies/Materials | \$0.00 |
|---------------------------------|---------------|

Printing

Standard Calculation

| Paper Material | # of Units | Cost/Unit | Total |
|----------------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|-----------------------|---------------|
| Total Printing | \$0.00 |
|-----------------------|---------------|

Other Expenses

Standard Calculation

| Item | # of Units | Cost/Unit | Total |
|------|------------|-----------|--------|
| | | | \$0.00 |

Non-Standard Calculation

| | |
|--------------------|---------------|
| Total Other | \$0.00 |
|--------------------|---------------|

| | |
|------------------------------|--------------------|
| Subtotal Direct Costs | \$13,168.80 |
|------------------------------|--------------------|

Cooperator Indirect Costs

| Current Overhead Rate | Subtotal Direct Costs | # of Units | Cost/Unit | Total |
|-----------------------|-----------------------|------------|-----------|--------|
| | \$13,168.80 | | | \$0.00 |

| | |
|-----------------------------------|---------------|
| Total Coop. Indirect Costs | \$0.00 |
|-----------------------------------|---------------|

| | |
|-------------------|--------------------|
| TOTAL COST | \$13,168.80 |
|-------------------|--------------------|

**Revised Appendix B - Technical Proposal for
Dump Stoppers: Illegal Dumping Education, Enforcement, and Cleanup**

**Additional Information for Modification 7 to Agreement 13-SA-11060600-013
Adding \$50,000 of Retained Receipts Funding**

Program Overview and Description of Partnerships

Clackamas County Dump Stoppers has been in operation since spring of 2003. The primary objectives of the program are 1) locate and **clean up** illegally dumped waste on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Staff includes a program coordinator, additional temporary/seasonal staff as needed, a retired or reserve deputy from the Clackamas County Sheriff's Office, and program management and oversight from Clackamas County Forest staff. Up until the past few years the program had operated year-around, but due to reduced funding in recent years, the program has cut back staffing and services during some winter months to conserve funds for use during busier times of the year.

Partner land managers/owners who participate in the Dump Stoppers program include: U.S. Forest Service Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish and Wildlife. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County (see Appendix C – Dump Stoppers Stewardship Project Area). The U.S. Forest Service Mt. Hood National Forest in Clackamas County comprises 545,000 acres and 2/3 of the land covered by the Dump Stoppers program.

Additional program partners come through volunteers and contracted services. For 2020 and early 2021, we anticipate organizing some large cleanup projects with some organized user groups such as target shooters and off-highway vehicle riders in a coordinated fashion with USFS staff organizational help. We also plan to work with students and staff from Timber Lake Job Corps Center. We will support two large cleanup projects with Molalla Riverwatch in the Molalla River Corridor. We also plan to work with Community Corrections crews on larger cleanup projects. We will work with a new partner, Oregon Department of Environmental Quality (OR-DEQ), to reimburse testing and cleanup costs for dumpsites containing hazardous materials.

Cascade Towing in Boring has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. In 2011, Molalla Discount Tire began providing tire disposal to the program at no cost. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+. Additional donations come in the form of free garbage/waste disposal fees at the Sandy Transfer Station. The savings from donated tipping costs will allow us to allocate funds to other program expenses and further program goals. These donations/discounts are not accounted for in Appendix D due to the unknown values donated.

Program Funding

Between 2003 and 2011, Dump Stoppers funded by the two Title II grants (one each through the U.S. Forest Service Hood-Willamette Resource Advisory Committee and the BLM Salem Resource Advisory Committee) and some matching funds from Clackamas County Parks & Forest. After a steep decline in availability of Title II funds for 2012, we looked for additional sources of funding. Starting in 2012 the Forest Service has contributed funding from retained receipts from stewardship contracting on the Mt. Hood National Forest, upon recommendation for approval from the Clackamas Stewardship Partners Group and the Clackamas River Ranger District. For 2020, we were approved to receive an additional \$50,000.00 in retained receipts funding from the Mt. Hood National Forest, which Clackamas County will match with \$13,168.80 of funding to pay the Dump Stoppers Deputy. This is in addition to other funding sources which include other funding from Clackamas County plus U.S. Forest Service and BLM Title II grants.

Approximately \$40,664.05 of the \$50,000 in retained receipts from stewardship contracting will be used to pay the Field Operations Coordinator and Field Operations Assistant for Dump Stoppers during the 2020 – 2021 field seasons when access to dump sites is available (i.e. too much snow in the winter can reduce accessibility). The Coordinator will work full-time and the Assistant will work ½ time during these months. The remaining \$9,335.95 will be used to cover the costs of operating the dump truck and support vehicle (i.e., fuel and vehicle maintenance costs) and supplies. In the interest of clarity, and to avoid specific restrictions on expenditure of retained receipts dollars, the retained receipts funding will only be used to fund staff time and necessary equipment utilized during cleanup activities. Cleanup activities are performed both on USFS lands and on lands managed by other program partners. **USFS lands comprise almost 70% of the land base upon which Dump Stoppers operates (545,000 of the 790,000 total partner acres), and BLM lands comprise about an additional 10% (75,000 of the 790,000 total partner acres), which means that federal lands comprise almost 80% of the land base** that Dump Stoppers staff provide clean-up, education, and enforcement services. Only about 20% of the lands the program operates on are non-federal lands. The \$13,168.80 of matching funds from Clackamas County will be used to pay for 36 ten-hour days of salary for the Dump Stoppers Deputy.

Our plan is to have the Dump Stoppers program in operation during the field seasons of 2020 and 2021. In recent years the program has been shut down during the winter months as one of many cost-saving measures.

Dump Site Cleanup

Field operations consist of a field operations coordinator and an assistant (both temporary/seasonal employees) cleaning up dumpsites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers' program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dumpsites. For large projects such as heavily-used target shooting areas or extensive dump sites, the field operations coordinator will schedule cleanup project days with Community Corrections crews or large citizen volunteer groups. All volunteers participate in a safety talk prior to project work. At times, additional County Forest staff may pitch in to

help clean up larger more difficult sites. The Field Operations Coordinator will generally work four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. Due to less availability of other program funding, the Field Operations Assistant will work approximately 30 hours per week. In terms of utilization of local work force, both the current field operations coordinator and the assistant are residents of Clackamas County, as is the Dump Stoppers Deputy.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the HazMat disposal area of the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed, and other recreational vehicles such as boat or trailers are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for proper disposal/recycling. Items potentially containing asbestos or lead contamination are identified and tested. If a dumpsite contains asbestos or lead, a certified expert contractor will be called to cleanup and dispose of the hazardous waste. **Costs for asbestos testing and cleanup are not funded by stewardship retained receipts dollars.** A new agreement with the Oregon Department of Environmental Quality (OR-DEQ) and Dump Stoppers will cover the costs of testing and cleanup.

Aquatic Resource Protection and Improvement

Dumping is a widespread problem across land ownerships in central and eastern Clackamas County. The Clackamas, Molalla, and Sandy river watersheds provide drinking water for several hundred thousand people as well as habitat for federally listed fish. Dumping of items such as household waste, tires, appliances, demolition debris, electronics, oil, vehicles, and pesticides contributes to fish and wildlife habitat degradation through contamination of soil and water and destruction of vegetation. Contaminants from hazardous materials such as battery acids, refrigerants, heavy metal contained in computer and other electronic components, pesticides, oils, paints, and other pollutants that are dumped in the forest can leach into the soil and enter the aquatic environment in and near dump sites and be transported further via surface and groundwater movement. Dumpsites are often located along or near streams, floodplains, drains, swales, and in ditch lines where running water can easily transport contaminants downstream, and potentially impact water quality for threatened and endangered fish and wildlife species as well as humans.



This dumpsite contained hundreds of soggy soiled diapers and other household waste and was located on the banks of Still Creek on the Zigzag Ranger District of the Mt. Hood National Forest.



This dumpsite consisted of rusting buckets of paint and other unidentified liquids and was located within 50 feet of the South Fork of Eagle Creek on the Clackamas River Ranger District of the Mt. Hood National Forest.

In May 2016 the Forest Service established a permanent Ecosystem Restoration policy (Forest Service Manual 2020). This policy defines restoration as the process of assisting the recovery of ecosystems that have been degraded, damaged, or destroyed. The Dump Stoppers program certainly contributes to ecosystem restoration. Cleanup and proper disposal of pollutants also helps the Forest Service meet the requirements of the Clean Water Act and other federal and state laws and regulations which require the Forest Service to deal with pollutants. Some of these laws and regulations include the Toxic Substances Act, Pollution Prevention Act, Safe Water Drinking Act, and Executive Order 12088 which discusses federal compliance with pollution control standards.

Enforcement

The Dump Stoppers deputy will not be funded via any stewardship retained receipts dollars, but will be funded through Clackamas County matching dollars, Title II funds, and some additional funding we have received from the BLM. The Deputy is an integral part of the program. The deputy will patrol all partner ownerships, concentrating more on areas that are known problem-dumping spots. This year the deputy will work 30 hours per week, Thursday-Saturday. When sufficient evidence is located within a dump, the deputy will investigate, make contact with suspected perpetrators, and take appropriate enforcement action. Enforcement actions may include writing a citation and/or requiring dumpsite cleanup. The deputy will regularly communicate with partner agency law enforcement officers, including Forest Service and BLM officers.

The Dump Stoppers deputy makes contact with many of the forest recreationists he encounters, chatting with them about responsible disposal of waste while they are enjoying their recreational activity and the potential negative consequences of illegal or dangerous behavior. The objective of this is to deter negative behaviors such as dumping and destructive target shooting and add more law enforcement presence in the forest. The presence of the deputy certainly prevents some dumping activity.

An addition to our enforcement actions in the past few years is the use of motion-sensitive game cameras to improve identification of both the dumping activity itself and the people who are doing it. Cameras are routinely placed at high-traffic dumping areas which take pictures of vehicles and/or people. When the pictures allow identification of potential dumping activity and suspects, the Dump Stoppers deputy will contact the suspect and take appropriate enforcement action. Camera placement and data collection and review are performed by Dump Stoppers or County Forest staff and this work will not be funded through retained receipts dollars.

Education

While **stewardship retained receipt funding is not used to pay for educational activities**, education is still one of our primary objectives. The Dump Stopper deputy talks with forest visitors he encounters about proper disposal of waste brought out to the woods. Dump Stoppers has periodically written articles about our program and problems associated with illegal dumping in the *Clackamas County Citizen News*, a quarterly publication sent to every household within Clackamas County. Usually once or twice a year we are either contacted by, or reach out to local media sources like *The Oregonian*, *Estacada News*, and local television news programs to do stories related to the Dump Stoppers program.

We also distribute a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. This is distributed along with a handout summarizing the recreational use policies of each of the agencies/companies. The fact that dumping is illegal on any ownership is highlighted. These are distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dumpsites that have evidence are given case numbers and entered into a database maintained by program staff. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record, in spreadsheet format by date, the materials cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. Staff also record the major river watershed the waste came from. The Dump Stoppers deputy has also started to record address information for the visitors encountered and for people who receive citations to give us a better idea of where people are coming from who dump in our forestlands.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The 2019 Dump Stoppers Partners Meeting took place on October 6th and several Mt. Hood National Forest staff attended. The Dump Stoppers Partners Meeting next year will also likely take place in October.

We believe Dump Stoppers education and enforcement have a deterrence effect, which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. An accomplishment report summarizing the program operations for CY 2018 has been provided to the USFS Mt. Hood National Forest.

For questions regarding this technical proposal, please contact Samantha Wolf of the Clackamas County Forest Program at either 503-742-4685 or swolf@clackamas.us

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: BCS - County Parks & Forest Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: USDA Forest Service Stewardship Retained Receipts, Mt Hood National Forest
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Rick Gruen
Requestor Contact Information: 503-742-4345, rgruen@clackamas.us
Department Fiscal Representative: Chris Dannenbring, Management Analyst, Sr.
Program Name or Number (please specify): Clackamas County Dump Stoppers

Brief Description of Project:

Since 2003, Dump Stoppers has waged a successful campaign to reduce illegal dumping on public and private forest lands in Clackamas County. Using Clackamas County Dump Stoppers part-time staff, we clean up and dispose of all kinds of waste illegally dumped on forest lands. In 2018, Dump Stoppers cleaned up 68,360 pounds of solid waste, 510 pounds of scrap metal, 136 tires, and towed 8 vehicles. Since the program began in 2003, we have collected 1,154,160 pounds of solid waste, 75,311 pounds of scrap metal, 11,087 tires, 8,912 pounds of hazardous waste, and towed 510 vehicles. A contracted deputy from the Clackamas County Sheriff's Office patrols over 790,000 acres of lands managed by program partners, both to locate and investigate illegal dump sites and to make contacts with forest recreationists to educate them about proper disposal of waste and potential consequences of dumping.

Name of Funding (Granting) Agency: USDA Forest Service, Mt. Hood National Forest

Agency's Web Address for Grant Guidelines and Contact Information:

Gwen Collier, Soil Scientist, Mt Hood National Forest, 16400 Champion Way, Sandy, OR 97055 Telephone: 503-630-8796
Email: gcollier@fs.fed.us

OR

Application Packet Attached: Yes No

Completed By: Rick Gruen Date _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 12/6/2019
CFDA(s), if applicable: _____
Announcement Date: 12/6/2019 Announcement/Opportunity #: \$370,000 (\$50,000 requested)
Grant Category/Title: Retained Receipts - Stewardship Contracts Max Award Value: \$50,000
Allows Indirect/Rate: No Match Requirement: 25%
Application Deadline: 2/2/2020 Other Deadlines: _____
Grant Start Date: 4/1/2021 Other Deadline Description: _____
Grant End Date: 12/31/2021
Completed By: Samantha Wolf
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

The overall mission of the DumpStoppers program is to restore Clackamas County forest lands to a more natural condition by cleaning up illegally dumped waste whereby preventing habitat degradation, and watershed pollution.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The Dump Stoppers program is directly managed by the Forest and Timber Management division of BCS. Program goals are 1.) locate and clean up illegally dumped waste on forest lands in Clackamas County, 2.) enforce anti-dumping laws and regulations, and 3.) educate the public about the negative impacts and consequences of dumping. These goals align with healthy sustainable forest management

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

N/A

4. What are the objectives of this grant? How will we meet these objectives?

First, to clean up and properly dispose of waste illegally dumped on public and private forest lands in Clackamas County. Second, to enforce county ordinances and state and federal laws that pertain to illegal dumping through citations and prosecution of violators. Third, to reduce illegal dumping on forested lands through public education of the environmental impacts of illegal dumping and the consequences that can result

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, it funds the Clackamas County Dump Stoppers program which has been in existence since 2003.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes, County Parks & Forest employs a temporary part-time program coordinator, a temporary part-time program assistant, and a contract deputy for enforcement. Additional program support is provided by permanent, full-time Parks & Forest staff.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Program partner land management agencies include: USDA Forest Service, USDI Bureau of Land Management, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish & Wildlife, Oregon State Parks, Clackamas County Parks & Forest, Clackamas County Sherriff's Office, Clackamas County Sustainability, Weyerhaeuser, Olympic Resource Management, Port Blakely Tree Farm, and Portland General Electric.

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

Program staff positions are already part-time and temporary. The program was not initially intended to become an ongoing program, but was so successful and popular, that it is now in it's 16th year of operation.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

This would be a continuation of funding from retained receipts from stewardship contracting administered in an existing agreement with the Mt. Hood National Forest (Stewardship Agreement 13-SA-11060600-013). The Dump Stoppers program has also been funded by grants through Title II of the Secure Rural Schools Act administered through agreements with the USFS Mt. Hood National Forest and the BLM Salem District. The BLM Salem District has also provided additional funding for Dump Stoppers by allocating year-end surplus funds from their regular budget. In the past

few years we have also received additional funding via BCC allocation of funds from the Office of Sustainability and Clackamas County General Fund.

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

Clackamas County Parks & Forest, Clackamas County Sherriff's Office

Reporting Requirements

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

Annual Performance Progress Report and Financial Reporting requirements

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

Program staff track the amount of trash cleaned up and disposed of by ownership and major river drainage. They also track location of trash, photo-document, and collect evidence form dump sites which qualify as cases. The Dump Stoppers deputy tracks the number of public contacts that he makes and address of origin for licence plates that he runs.

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

The new grant agreement we have with the Forest Service requires an annual Financial Report via the SF-425 form. The division Management Analyst works with County Finance Grants division staff to quarterly expense reimbursement requests.

Fiscal

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

Yes, this grant, combined with matching dollars from the Office of Sustainability funding support, is a cost effective way to provide this invaluable work to the county.

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

This grant (if awarded at the requested amount) will provide 50,000 about 33% of the needed resources required to operate the program in CY2021. We have recently secured additional funding from another USFS Title II grant along with allocated funds provided through the County Office of Sustainability Division. Our goal is to obtain enough funding from these various sources to operate the program for 2021 and 2022 field seasons.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

The USFS requires a 26% match to their grant. Those matching funds come from the Dump Stoppers funding support from the County's Office of Sustainability.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous. We have received retained receipts funding for the Dump Stoppers program annually from the USFS Mt. Hood National Forest since we first applied in 2012. We anticipate that we will be able to continue to apply for this funding annually.

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

No

Program Approval:

Debra Brown
Name (Typed/Printed)

1-20-20
Date

[Signature]
Signature

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



April 9, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Research Services Agreement # 28778
between Clackamas County and University of Oregon

| | |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | Life Cycle Analysis of two (2) county courthouse designs from the Phase 1 Fall Design Studio led by University of Oregon School of Architecture as part of the Wood Innovations Grant (WIG) |
| Dollar Amount and Fiscal Impact | \$25,000 offset by a US Forest Service (USFS) WIG |
| Funding Source | USFS WIG #19-DG-11062765-733 2019 |
| Duration | March 2020 through September 2020 |
| Strategic Plan Alignment | 1. Performance Clackamas: By 2023 build a new County Courthouse 2. BCS Business Plan – Lead County’s Cross Laminated Timber (CLT) Initiative. |
| Previous Board Action | Grant application Life Cycle Form approved 02/20/19 by County Administrator |
| Counsel Review | This Agreement has been reviewed and approved by County Counsel on March 16, 2020 |
| Contact Person | Rick Gruen, BCS County Parks & Forest Manager |

BACKGROUND:

The WIG Phase 1 – County Courthouse Mass Timber Design Project – Fall Design Studio was completed by the University of Oregon School of Architecture in December 2019. The design studio was held during the 2019 fall term and engaged 24 upper level and graduate students grouped in six teams. Each team was tasked with developing a courthouse design utilizing mass timber as its main structural system. Architects and engineers with expertise in courthouse design and function, energy and daylight performance, building codes and mass timber engineering worked with the students. In February 2020, Judith Sheine, University of Oregon School of Architecture Professor and project lead, presented the six (6) unique courthouse designs developed by the student teams to the Board of County Commissioners (BCC).

Two of the designs have been selected to undergo a Life Cycle Analysis that will analyze and compare the economic and environmental co-benefits of a mass timber constructed courthouse with a more conventional steel and concrete courthouse. This will constitute Phase 2 of the WIG project.

This research project is in support of Clackamas County’s Cross Laminated Timber (CLT) initiative and further advances the BCC’s desire to consider mass timber construction as part of a proposed new County Courthouse.

Funding was secured by the County from a USFS WIG and will offset the cost for the University of Oregon to conduct the Life Cycle Analysis and provide experts in courthouse design, energy and daylight performance, carbon emissions and storage to assist the faculty and student teams working on Phase 2 of the project.

RECOMMENDATION:

Staff respectfully recommends Board approval of a Research Services Agreement between Clackamas County and University of Oregon and further authorizes the Director or Deputy Director of Business and Community Services to sign on behalf of the County.

ATTACHMENTS:

1. Research Services Agreement #28778

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura Zentner, Director
Business and Community Services

RESEARCH SERVICES AGREEMENT NO. 28778

This research services agreement (“Agreement”) is between Clackamas County (“Client”), and the University of Oregon (“University”). This Agreement is entered into pursuant to ORS 190.110, which confers authority upon local governments to enter into agreements with a state agency for any lawful purpose.

1. Scope of Work

University will perform the services described in **Exhibit A - Scope of Work** (the “Work”).

2. Period of Performance

This Agreement is effective when signed by both parties and will terminate on September 30, 2020.

3. Payment

A. Fixed Fee. Client will pay University a Fixed Fee of \$25,000 for performance of the Work. University may incur expenses upon execution of this Agreement by both parties.

B. Payment Schedule and Address. Client will make payments according to the following schedule.

1. Schedule.

Client will pay University 100% of the fixed fee upon receipt of invoice following execution of this Agreement.

2. Payment Address. Client will submit payments to:

University of Oregon
c/o Cashiers
PO Box 3237
University of Oregon
Eugene, OR 97403-0327

4. Funds Available and Authorized

Client certifies at the time of signing this Agreement that within Client’s current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments this Agreement requires.

5. Termination

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party’s Business Contact in Section 9 below.

A. If the University terminates for its convenience prior to March 1, 2020, then the University receives compensation only for its actual costs incurred through the date of termination. If the Client terminates for its convenience prior to March 1, 2020 the University receives compensation for its actual costs and non-cancellable obligations incurred.

B. If the Client terminates for its convenience after March 1, 2020 and the University provides the services, the University receives the fixed fee.

C. If the University terminates for its convenience after March 1, 2020, then the University receives compensation only for its actual or committed costs through the date of termination.

D. Upon termination and after County’s request, the UO will provide County with copies of any

documents or work product through the date of termination to the degree that UO has rights to provide such documents or work product consistent with the **Clackamas County Courthouse LCA Study Student Participant Rules Agreement**, attached hereto as **Exhibit B**.

6. Ownership of the Work Product

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data created by University in the course of performance of this Agreement (“Work Product”) remains the property of University. University grants to Client a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product for Client’s purposes.

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data used or created by students of University in the course of performance of this Agreement will be managed in accordance with the terms of the Clackamas County Courthouse LCA Study Student Participant Rules Agreement, in the form of the template attached hereto as **Exhibit B – Clackamas County Courthouse LCA Study Student Participant Rules Agreement**.

7. Disclaimer

UNIVERSITY DISCLAIMS ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH REGARD TO UNIVERSITY’S PERFORMANCE OF THE WORK AND ANY DELIVERABLES UNIVERSITY PRODUCES UNDER THIS AGREEMENT, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. Insurance

University is self-insured under ORS Chapter 352, with adequate levels of excess liability insurance.

9. Contacts

- A. Notices.** Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, facsimile, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.
- B. Effective Date.** All notices a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

C. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)

Rick Gruen, Forest/Ag Ec. Dev. Manager
Development Services Building
150 Beaver Creek Rd, Suite 419
Oregon City, OR 97035
Phone: (503) 742-4345
rgruen@clackamas.us

University (Technical)

Judith Sheine, Professor
Architecture Department
1206 University of Oregon
Eugene, OR 97403
Phone: (541) 346-3656
jesheine@uoregon.edu

Invoices and communications in regards to this Agreement will be sent to:

Client (Business)

Sarah Eckman, Deputy Director
Clackamas County Business and
Community Services
150 Beaver Creek Road, Suite 419
Oregon City, OR 97045
Phone: 503.742.4303
SarahSte@clackamas.us

University (Business)

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

10. Confidential Information

“Confidential Information” is any materials, written information, and data that the Client marks “Confidential” or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law, to maintain as confidential for a period of 3 years the Confidential Information Client discloses to University under this Agreement. University’s obligations in this section do not apply to information in the public domain or that University independently knows or obtained.

11. Publicity

Client will not authorize or commission the publication of any promotional materials containing any reference to University without University’s prior written approval. University may include Client’s name in listings of research sponsors.

12. Independent Contractors

University and Client are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours and conditions of employment of their respective personnel under this Agreement.

13. Choice of Law

The laws of the State of Oregon govern this Agreement.

14. Indemnity

- A. University.** To the fullest extent permitted by the laws of the State of Oregon, University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees’ or agents’ negligent acts or omissions under this Agreement.
- B. Client.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees’ or agents’ negligent acts or omissions under this Agreement or their use of or reliance on any University Work Product.

15. Sovereignty

Nothing in this Agreement is a waiver of Oregon's sovereign or governmental immunities.

16. Severability

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affect the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

17. Compliance

University agrees to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

18. Non-Waiver

If either party fails to enforce any provision of this Agreement it does not constitute that party's waiver of that or any other term or provision of this Agreement.

19. Execution and Counterparts

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

20. Entire Agreement; Modification

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party.

21. Debt Limitation.

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

22. Necessary Acts.

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

23. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

24. Force Majeure.

Neither University nor Client shall be held responsible for delay or default caused by events outside of the University's or Client's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, University and Client shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

CLIENT

UNIVERSITY OF OREGON

Signature

Signature

Name

Name

Elizabeth Thomson Denecke

Title

Title

Associate Director, Sponsored Projects Services

Date _____

Date March 10, 2020

Tax ID No. _____

Tax ID No. 46-4727800

Exhibit A - Scope of Work

Exhibit B – Student Participant Rules Agreement

EXHIBIT A
SCOPE OF WORK

Project Description for Clackamas County Courthouse LCA Study
organized by Professor Judith Sheine

Clackamas County has asked UO Department of Architecture Professor Judith Sheine to organize and manage an LCA comparative study of two of the student projects from the architecture design studio in fall term 2019 sponsored by Clackamas County and focused on the design of the proposed new Clackamas County Courthouse to be built in Oregon City, OR, utilizing mass timber for the main structural system. This LCA study will be conducted in the winter and spring terms of 2020. The funding will provide for student work on carbon calculations and LCA comparative analysis between timber, concrete and steel structural assemblies and for consultation with experts on mass timber structural engineering and carbon calculations to assist the faculty, the two teams of students in comparative carbon estimates of their designs, and a graduate student who will be performing the LCA analysis. The funding will also provide for the creation of a printed and digital publication of the LCA study.

Clackamas County is interested in public presentation and dissemination of the student design projects and the LCA studies, which will demonstrate to stakeholders the feasibility of designing in mass timber and its advantages for this kind of very public building. Clackamas County has a long history connected with the timber industry and they believe that demonstrating new uses of advanced timber products in a significant new civic building will act as a spur to the further development of markets and new manufacturing jobs in this industry in the count

EXHIBIT B

CLACKAMAS COUNTY COURTHOUSE LCA STUDY

STUDENT PARTICIPANT RULES AGREEMENT

Project: Clackamas County Courthouse LCA Study

Team Supervisor: Professor Judith Sheine

Welcome to the Clackamas County Courthouse LCA Study (“Project”), where you will work on an LCA Comparative Study of two of the student projects from the architecture design studio in fall term 2019 utilizing mass timber for the main structural system. As a condition of your participation in the Project, there are a few expectations and rules we should address to ensure we deliver both a fantastic experience for you and professional quality materials to the sponsor of this study.

Under the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g, and its implementing regulations, 34 CFR part 99, you have certain rights relating to the disclosure of personally identifiable information. By signing this Student Participant Rules Agreement, you voluntarily consent to the disclosure of your personally identifiable information for the purpose of allowing University of Oregon and Clackamas County to advertise, promote, discuss and publish the results of the Project. This means, for example, that University of Oregon may personally identify you as a student participant and discuss your participation with third parties, including sponsors, potential sponsors, and government agencies. It also means that University of Oregon and Clackamas County may use your image, voice and likeness for the purpose of making marketing and promotional materials and a variety of other publications. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

You consent to and authorize University of Oregon to videotape you and use your image, voice and/or likeness for the purposes and uses set forth above. In addition, University of Oregon and Clackamas County shall have the right to adapt, reproduce, edit, modify, and make derivative works of and from the videotape in any media or technology now known or hereafter developed in perpetuity, so long as the use is in keeping with the purposes and uses set forth above. The content may be webcast, broadcast, cablecast, placed on public Websites and video sharing sites or any other distribution channels or venues existing now or in the future. You recognize that the videotapes and other works shall be the exclusive property of University of Oregon. In addition, you waive all claims to compensation or damages based on the use of your image or voice, or both, by University of Oregon. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

Additionally, your enrollment in, and contributions to, the Project may constitute educational records that are protected from disclosure to third parties by University of Oregon policy and FERPA. By signing this Student Participant Rules Agreement, you voluntarily consent to release information that you are working on this project and to release your contributions to the Project (both work and rights you owned prior to the Project as well as work and rights you create as part of the Project) to others as contemplated by the license below. For works and rights you own personally prior to the Project, but which you voluntarily provide to or include in work for the Project, University of Oregon agrees to provide you customary attribution/credit.

Work undertaken in, or contributed to, this Project is subject to contractual reporting, intellectual property, and assignment/licensing obligations to Clackamas County. As a condition of participation in the Project, you agree to cooperate with the University of Oregon through the Project Supervisor in fulfilling its obligations under these and any similar University of Oregon contracts pertaining to work in this Project.

You will not disclose to University of Oregon or use in the Project any proprietary subject matter in which you assert a personal claim inconsistent with your participation in the Project or University of Oregon's obligations to any third party. For new work undertaken in, or contributed to, this Project and for pre-existing works and rights you own personally, but which you voluntarily provide to, or include in, work for the Project, you hereby grant to Clackamas County and University of Oregon a paid-up, royalty-free, non-exclusive, worldwide right to use such works and rights, including but not limited to creation of derivative works, reproduction of such work and derivative works in copies, distribution of such work and derivative works, public display and performance of such work and derivative works, and sale and licensing of such work and derivative works to others as part of Project-related materials for the purposes of Clackamas County and University of Oregon related to this Project. You understand your work may be provided, or may be incorporated into what is provided to and implemented by Clackamas County or its agents. You hereby give the University of Oregon permission to provide a copy of your work to Clackamas County to the extent that you have any ownership or other interest in that work. You further give the University of Oregon and Clackamas County permission to use your work for any Project purpose, including incorporation into any final project of Clackamas County.

If these Team Rules are acceptable to you, please sign below to indicate your concurrence.

Concurrence

Student Signature _____ Date _____

Printed Name _____

Project Supervisor Signature _____ Date _____

Printed Name _____