

AGENDA

Thursday, February 21, 2019 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-12

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Execute an Easement Agreement between Housing Authority of Clackamas County and Nathan C. Miller and McKenna Miller
2. Approval of Resolution No. 1936 for Housing Authority of Clackamas County to Adopt the Local Contract Review Board Rules

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

1. Water Environment Services (WES) Presentation on the Efforts of the WES Advisory Committee (Greg Geist, WES)

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

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

1. Second Reading of Ordinance No. 01-2019 Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code (Dan Johnson and Mike Bezner, Department of Transportation & Development) *1st reading was 2-7-19*

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the Oregon Trail School district for the Cedar Ridge Fitness Center – *Public Health*

2. Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5311 Rural Formula Funds for Operations Funding for the Mt. Hood Express – *Social Services*
3. Approval to Apply for the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant for Funding to Prevent the Onset and Reduce Progression of Underage Drinking and Substance Abuse in Children – *Children, Families & Community Connections*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Amendment No. 1 with Dial Temporary Help Services, Inc., dba Employers Overload for Payroll Services for Election Board Workers – *Clerk via Procurement*

C. Administration

1. Approval of two Intergovernmental Agreements with the State of Oregon Related to Funding for a Future County Courthouse

D. Community Corrections

1. Approval of an Amended Intergovernmental Agreement between Community Corrections and the State of Oregon Department of Corrections for an Application Program Interface

VI. WATER ENVIRONMENT SERVICES

1. Approval and Adoption of Water Environment Services Five-Year Sanitary and Surface Water Programs Capital Improvement Plan (CIP) FY 18/19 to FY 22/23
2. Approval of a Public Improvement Contract between Water Environment Services and Northstar Chemical, Inc. for the Chemical Supply – *Procurement*
3. Approval of a Public Improvement Contract between Water Environment Services and Two Rivers Terminal, LLC for the Chemical Supply – *Procurement*
4. Approval of an Amendment with Kennedy/Jenks Consultants, Inc. for the Tri-City Hypochlorite Disinfection Project – *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

COPY

February 21, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute an Easement Agreement between
Housing Authority of Clackamas County and Nathan C. Miller and McKenna Miller

Purpose/Outcomes	Approval to execute an Easement Agreement between Housing Authority of Clackamas County and Nathan C. Miller and McKenna Miller
Dollar Amount and Fiscal Impact	No expense to Housing Authority
Funding Source	N/A
Duration	Indefinite - Easement stays with the land unless voluntarily terminated by both parties
Previous Board Action	N/A
Strategic Plan Alignment	1. Efficient and effective services Build public trust through good government
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department is requesting approval to execute an Easement Agreement between HACC and Nathan C. Miller.

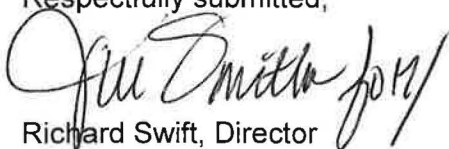
Nathan C. Miller and McKenna Miller are the owners of property located at 18714 SE River Road, Milwaukie, Oregon, which abuts to HACC's property. The sewer line that runs lateral from the street to the owner's home runs across and beneath HACC's driveway. As a result, the Millers have requested that an easement be established and recorded so the owners are authorized to keep their sewer line in place and may conduct repairs to their sewer line, as needed.

County counsel has prepared and negotiated on HACC's behalf an agreement acceptable to HACC staff and the owners. HACC will require the owners to pay HACC's attorney fees for preparation of the easement agreement. This will ensure the transaction is budget neutral.

RECOMMENDATION:

Staff recommends the approval of the attached Easement Agreement with the Millers. Staff also recommends the board authorize the Executive Director of the Housing Authority to sign the Easement Agreement.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

After recording return to:

Nathan C. Miller
18710 SE River Road
Milwaukie, OR 97267

EASEMENT AGREEMENT

RECITALS

1. The Housing Authority of Clackamas County (hereafter "Grantor") is the record owner of property described as follows: Section 19, Township 2S Range 2E Quarter BA, Tax Lot 06100, and generally located at 18714 SE River Road, in the City of Milwaukie, Clackamas County, Oregon, Milwaukie, Oregon, 97267 (hereafter "Grantor's Property") (the servient estate);
2. Nathan C. Miller and McKenna L. Miller (hereafter "Grantees") are the record owners of property described as follows: Section 19, Township 2S Range 2E Quarter BA, Tax Lot 06101, and generally located at 18710 SE River Road, in the City of Milwaukie, Clackamas County, Oregon, Milwaukie, Oregon, 97267 (hereafter "Grantees' Property") (the dominant estate);
3. The parties to this Agreement intend to create a perpetual nonexclusive easement wherein the sewer line, draining from Grantees' property, shall run under the surface of, and across Grantor's property, and shall terminate at the edge of Grantor's property where it meets SE River Road, as described below. Such easement shall be appurtenant to and benefit Grantees' property, and shall burden Grantor's property.
4. The parties desire to clarify responsibilities regarding use and maintenance of the easement and that portion of the Grantors' property that is burdened by this Easement Agreement;
5. In consideration of the promises in this Agreement, NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Grant and Scope of Easement.** For and in consideration of \$438.96, Grantor hereby grants to Grantees, and their successors in title, a perpetual nonexclusive easement solely for purposes of locating and maintaining a private sewer line, consistent with the manner in which the easement property is currently used by Grantees, over Grantor's Property in the location described in Exhibit 1, attached hereto and incorporated by this reference herein (the "Easement").

This Easement does not grant or convey to Grantees any interest in the surface of the Easement area except as is reasonably necessary for the location and maintenance of Grantees' private sewer line. Grantees may not place any permanent or temporary structures on Grantor's Property without the express written consent of Grantor.

Easement Agreement

Any use of Grantor's Property other than those reasonably necessary for the location and maintenance of a private sewer line, in the location described in Exhibit 1, is strictly prohibited and shall constitute a trespass.

2. **Relocation of Easement.** The location of the Easement shall be as described Exhibit 1 until such time as Grantor provides written notice to Grantees of Grantor's intent to relocate the location of the Easement described herein. Grantor shall provide notice in writing at least 30 days in advance of any relocation of the Easement described herein. Grantor may relocate the Easement anywhere on Grantor's Property and Grantees may not object to any relocation or alteration so long as the relocated Easement is sufficient for providing a private sewer line, according to commercially reasonable practices and standards, to Grantees' Property. The parties shall construe this Agreement to correctly reflect the location of the Easement in the event Grantor exercises its rights under this section and Grantees shall consent to any other amendments to this Agreement that may be necessary as a result of the modification or alteration.
3. **Covenant Not to Interfere.** Grantees' use of the Easement shall, to the maximum extent practical, be performed in a manner that it does not interfere with, damage, disturb, hinder, or prevent the use and enjoyment of Grantor's Property.

In the event Grantees' rights granted hereunder requires use of the Easement in a manner that does interfere, damage, disturb, hinder, or prevent use of Grantor's Property, the parties shall agree, in writing, to a mutually acceptable date and time for such use to occur in a manner that limits the impact to Grantor to the maximum extent practical.

4. **Nonexclusive, Revocable License.** Grantor hereby issues to Grantees a nonexclusive, revocable at will license to temporarily use a portion of Grantor's Property for the purpose of accessing the Easement. The portion of Grantor's Property subject to this nonexclusive, revocable at will license is generally described as Grantor's driveway, as depicted in **Exhibit 2**, attached hereto and incorporated by this reference herein. This nonexclusive, revocable at will license shall be Grantees' sole means of accessing the Easement from Grantor's Property. Except in the case of an emergency, or with Grantor's written consent, Grantees' use of Grantor's driveway under this license may only be exercised during Grantor's normal business hours (Monday – Thursday, 7:00 a.m. to 6 p.m.).
5. **Appurtenant.** The Easement shall be appurtenant to the Grantees' Property, shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of the parties' heirs, successors, and assigns.
6. **Waiver.** Grantees shall not have any rights, and hereby expressly waives any claims to ownership to any portion of Grantor's property, including that portion subject to any easement, in law or in equity, including but not limited to any claim based on adverse possession.

Easement Agreement

7. **Repair and Maintenance.** Grantees are solely responsible for the costs of maintaining, repairing, and improving the Easement. Such maintenance and repairs shall be performed by Grantees as required, and shall be done on a prompt, diligent and regular basis. If Grantees fails to perform any such repairs as required, Grantor, upon prior written notice to the Grantees, may cause such work to be done, and Grantees shall reimburse Grantor for all sums Grantor expended to remedy such failure. Grantees shall be responsible to restore any property disturbed by their use of the Easement to its original condition upon completion of work or use and shall be responsible for any damage caused by same.
8. **Damage Caused by Grantor.** Grantor shall be responsible for any damage caused to Grantees' private sewer line within the Easement by Grantor's negligent acts or omissions. If Grantor, or its successors and/or purchasers, fail to perform any such repairs as required, Grantees, upon prior written notice to the Grantor, may cause such work to be done, with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure.
9. **Compliance with Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Grantees further represents and warrants that they will not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Easement or Grantor's Property. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any applicable environmental law.
10. **Termination.** This Agreement shall terminate, and the Easement extinguished, by operation of law if the following events occur: (1) Grantees remove or disconnect the sewer line, and work to rebuild or reconnect is not commenced within thirty (30) days after the date of removal or disconnection; (2) the Easement is not used by Grantees for three (3) consecutive years; (3) Grantees' Property is unoccupied, unused, or otherwise abandoned for three (3) consecutive years; or (4) by written mutual consent of the parties. Grantor may terminate this Agreement, and extinguish this Easement, if, after thirty (30) days' notice and opportunity to cure, Grantees violates any term or condition of this Agreement including, but not limited to, exceeding the scope of use of the Easement. If this Agreement is terminated and the Easement extinguished, Grantor may, without notice to Grantees, record an easement termination document in the real property records of Clackamas County, Oregon.

After termination of this Agreement and extinguishment of the Easement, Grantees, at Grantees' expense, shall upon demand, remove any and all of Grantees' property from the Easement and restore the Easement and surrounding area to Grantor's reasonable satisfaction.

11. **Indemnification.** Grantees shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, use of, access over, or maintenance of the Easement, or from any act, omission, or

Easement Agreement

neglect of Grantees, their agents or employees. Grantees agree to indemnify, hold harmless and defend the Grantor, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantees or the Grantees' agents or employees.

However, neither Grantees nor any attorney engaged by Grantees shall defend the claim in the name of Grantor or any department of the Grantor, nor purport to act as legal representative of Grantor or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for Grantor, nor shall Grantees settle any claim on behalf of Grantor without the approval of the Clackamas County Counsel's Office. Grantor may, at its election and expense, assume its own defense and settlement.

12. **Prior encumbrances.** This Easement is nonexclusive and is subject to all other prior easements or encumbrances, whether or not such interests are recorded.
13. **Real Property Taxes.** Each owner of property described herein shall pay any and all real property taxes assessed to that owner's parcel without apportionment thereof relating to this easement.

14. General Provisions

- a. **Time of Essence.** Time is of the essence of each and every provision of this Agreement.
- b. **Non-Liability of Officials and Employees.** Notwithstanding any other provision herein, no member, elected official, employee, shareholder, director, officer, agent or representative of any of the parties (or their respective successors and assigns) shall be personally liable to the other party (or its successors and assigns) in the event of any default or breach of any provision of this Agreement by any party (or its successors and assigns).
- c. **Non-Waiver of Governmental Rights.** Subject to the terms and conditions of this Agreement, Grantor is specifically not obligating itself, the County, or any other agency with respect to any discretionary action relating to the Easement or Grantees' Property including but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.
- d. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by nationally recognized overnight courier, or (iii) sent by email.

Easement Agreement

The address of each party to this Agreement for purposes of notice shall be as follows:

Executive Director of the
Housing Authority of Clackamas County
Phone: (503) 650 3128
P.O. Box 1510
13900 S. Gain St.
Oregon City, OR 97045

Nathan C. Miller and McKenna L. Miller
18710 SE River Road
Milwaukie, POR 97267

Each party may change its address for notice by giving not less than fifteen (15) days' prior notice of such change to the other party in the manner set forth above.

- e. **Relationship.** Nothing contained in this Agreement will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Grantees and Grantor.
- f. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.
- g. **Integration.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- h. **Further Assurances.** The parties to this Agreement agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.
- i. **Force Majeure.** Notwithstanding any other provision herein, no party will be liable for breach or default of this Agreement due to delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, strikes, labor disputes, volcanoes, fire, flood, earthquake, weather, acts of God, epidemic, acts of any

Easement Agreement

federal, state or local government or agency, or any other event beyond the reasonable control of the affected party.

- j. **Applicable Law.** This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon with giving effect to the conflict of laws provisions thereof.
 - k. **Mediation Option.** The parties acknowledge that mediation may help the parties to settle their dispute. Therefore, in case of dispute under this Agreement, either party may propose mediation whenever appropriate by any mediation process or mediator as the parties may mutually agree upon (each in their sole discretion).
 - l. **Changes in Writing.** This Agreement and any of its terms may only be changed, waived, discharged or terminated by written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
 - m. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
 - n. **Invalidity of Provisions.** In the event any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.
 - o. **No Attorneys' Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
 - p. **Neutral Construction.** This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party.
 - q. **Captions.** The captions of the section and subsections are used solely for convenience and are not intended to alter or confine the provisions of this Agreement.
15. **Remedies.** In the event of a breach of this agreement, the parties shall have all remedies available at law or equity.
16. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

Easement Agreement

upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Each of the parties hereto has had the opportunity to consult with legal counsel regarding the terms of this Agreement, and agrees to all its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement, effective as of the last date of signature set forth below.

HOUSING AUTHORITY OF CLACKAMAS COUNTY

By: _____ (name)
Grantor

STATE OF OREGON)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by the above named _____ as his/her voluntary act.

Notary Public for Oregon
My commission expires: _____

Easement Agreement

By: Nathan C. Miller Date
 Grantee

STATE OF OREGON)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2019 by the above named Nathan C. Miller as his voluntary act.

Notary Public for Oregon
My commission expires: _____

By: McKenna L. Miller Date
 Grantee

STATE OF OREGON)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2019 by the above named McKenna L. Miller as her voluntary act.

Notary Public for Oregon
My commission expires: _____

Exhibit 1

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
FEBRUARY 08, 2000
JOHN R. WADE
59999 LS

EXPIRES: 06/30/20

HOUSING AUTHORITY OF CLACKAMAS COUNTY
DOCUMENT NUMBER 80 39475
TAX LOT 6100
TAX MAP 2 2E 19BA



TAX LOT 6200
TAX MAP 2 2E 19BA

CHRISTOPHER B. CHAMBERLAIN
DOCUMENT NUMBER 98-058413
TAX LOT 6101
TAX MAP 2 2E 19BA

SEWER EASEMENT
1038 SQ. FT.

TAX LOT 6000
TAX MAP 2 2E 19BA

5.00'
5.00'
10.00'

IRON PIPE

POINT OF BEGINNING

N46°37'00"W
20.83'

30.00'

RIVER ROAD
(60.00' WIDE)

30.00'

SUMMIT
LAND SURVEYORS
12950 SW PACIFIC HIGHWAY, SUITE 255
TICARD, OR 97223
PHONE & FAX: 503.928.5589

SEWER EASEMENT EXHIBIT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 19,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, STATE OF OREGON

JOB NO.:
998-283

DATE:
01/10/19

SCALE:
1"=30'

PREPARED FOR:
ALISA CHAMBERLIN

Exhibit 2

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEBRUARY 08, 2000
JOHN R. WADE
59999 LS

EXPIRES: 06/30/20



HOUSING AUTHORITY OF CLACKAMAS COUNTY
DOCUMENT NUMBER 80 39475
TAX LOT 6100
TAX MAP 2 2E 19BA

TAX LOT 6200
TAX MAP 2 2E 19BA

CHRISTOPHER B. CHAMBERLAIN
DOCUMENT NUMBER 98-058413
TAX LOT 6101
TAX MAP 2 2E 19BA

**Area for access to
sewer lateral.**
(inside dotted line)

SEWER EASEMENT
1038 SQ. FT.

TAX LOT 6000
TAX MAP 2 2E 19BA

POINT OF TERMINUS

POINT OF BEGINNING

5.00'

5.00'

10.00'

IRON PIPE

30.00'

RIVER ROAD
(60.00' WIDE)

30.00'

N46°37'00"W
20.83'

N23°07'43"E
26.96'

N47°57'26"E
77.32'

SUMMIT
LAND SURVEYORS
12950 SW PACIFIC HIGHWAY, SUITE 255
TIGARD, OR 97223
PHONE & FAX: 503 928 5589

SEWER EASEMENT EXHIBIT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 19,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, STATE OF OREGON

JOB NO:

998-283

DATE:

01/10/19

SCALE:

1"=30'

PREPARED FOR:

ALISA CHAMBERLIN

COPY

February 21, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution No. 1936 for Housing Authority of Clackamas County
to adopt the Local Contract Review Board rules

Purpose/Outcomes	Approval of Resolution No. 1936 for Housing Authority of Clackamas County to adopt the Local Contract Review Board rules
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source(s)	N/A
Duration	February 21, 2019 until amended
Previous Board Action	The Board approved the revised Housing Authority Procurement Policy on December 16, 2010
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Efficient and effective services 2. Build public trust through good government
Contact Person	Jill Smith, HACC Executive Director 503-742-5336
Contract Number	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to adopt the Local Contract Review Board (LCRB) rules for HACC procurements.

As a result of adopting the LCRB rules, HACC will follow its revised Procurement Handbook, which includes the County's Procurement Matrix to assist in determining the appropriate action to be taken for procurement of goods and services.

The Executive Director of the Housing Authority or designee is responsible for procurement and contract administration on behalf of the Housing Authority. Where contracts are required, the person initiating the contract will forward the proposed contract and supporting documentation to the Executive Director for review.

These changes are to bring HACC up to date with County Code and the procurement requirements of HUD.

Forms attached for reference include:

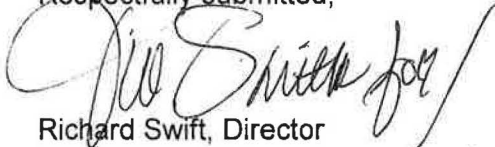
- HACC Board of Commissioners Resolution No. 1936
- HACC Procurement Handbook

The revised Procurement Handbook has been reviewed and approved by County Counsel. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approve Resolution No. 1936, for HACC to adopt the Local Contract Review Board Rules.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a horizontal line.

Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of a Resolution for
the approval for Housing Authority
of Clackamas County to adopt the
Local Contract Review Board rules



Resolution No. 1936
Page 1 of 1

Whereas, the Board of Commissioners for the Housing Authority of Clackamas County (the "Board") reviewed a request by the Housing Authority of Clackamas County ("HACC") to formally adopt the Clackamas County Local Contract Review Board ("LCRB") Rules for purposes of the HACC's public contracting under the Oregon Public Contract Code, ORS 279A.010 *et. seq.*, and, consistent with the LCRB's, to formally opt out of the Attorney General's Model Public Contracting Rules pursuant to ORS 279A.065; and

Whereas, the adoption of the LCRB's, and opt out of the Attorney General's Model Public Contracting Rules, is consistent with the HACC's revised Procurement Handbook;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Board hereby adopts the Clackamas County Local Contract Review Board Rules, set forth in Appendix C of the Clackamas County Code, as well as any subsequent amendments that may be made thereto, for purposes of public contracting under the Oregon Public Contracting Code, ORS 279A.010 *et. seq.*; and
2. By adoption of the Clackamas County Local Contract Review Board Rules, the Board hereby opts out of the Attorney General's Model Public Contracting Rules pursuant to ORS 279A.065.
3. The Board hereby adopts the Clackamas County Procurement Code of Ethics, Administrative Rule Adopted by the Clackamas County Administrator, ARA-FIN-3.12. Provided, however, that any potential conflict of interest review or related process shall be submitted to the Housing Authority Executive Director for final determination.

Motion was made by _____ and seconded by _____

DATED this 21 day of February, 2019

**BOARD OF COUNTY COMMISSIONERS OF THE
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

Chair

Recording Secretary

HOUSING AUTHORITY OF CLACKAMAS COUNTY

PROCUREMENT HANDBOOK

Revised February 7, 2019

HOUSING AUTHORITY OF CLACKAMAS COUNTY

PROCUREMENT HANDBOOK

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HOUSING AUTHORITY OF CLACKAMAS COUNTY

PROCUREMENT HANDBOOK

SECTION I --- POLICY STATEMENT

- A. It is the intent of the Housing Authority that goods and services are procured efficiently, effectively, and in full compliance with applicable Federal standards, HUD regulations, and State and local laws.
- B. The Executive Director of the Housing Authority or designee is responsible for procurement and contract administration on behalf of the Housing Authority. Where contracts are required, the person initiating the contract will forward the proposed contract and supporting documentation to the Executive Director for review.
- C. All procurement activities and contracts will comply with the requirements of law. Applicable laws may include the following:
 - a. 2 CFR 200.317-326 - Procurement Standards;
 - b. 24 CFR Part 135 - Section 3 of HUD Act of 1992;
 - c. 24 CFR Part 964 – Tenant Participation & Opportunities in Public Housing;
 - d. ORS 279 – Oregon Public Contracting Code; and
 - e. Clackamas County Local Contract Review Board Rules (LCRBs), Appendix C of the Clackamas County Code.
- D. Unless inconsistent with federal law, the Housing Authority will conduct all public contracting, as that term is defined under ORS Chapter 279A, in accordance with the LCRBs. The Housing Authority shall be considered a “Contracting Agency” for purposes of following the LCRBs. Consistent with the LCRBs, the Housing Authority opted out of the Attorney General’s Model Public Contracting Rules pursuant to ORS 279A.065.
- E. The Housing Authority also intends to comply with current policies and rules of the Department of Housing and Urban Development (HUD), including HUD handbook 1344.1 Rev. 2 regarding federal labor standards and HUD handbook 7460.8 Rev. 2.
- F. In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

SECTION II --- PROCUREMENT CLASSIFICATIONS

Levels of procurement and all procurement methods are established in the LCRBs. Use of supporting or illustrative documents, such as the Procurement Matrix, are encouraged. However, such documents, while helpful in summarizing the requirements of the LCRBs, should be used as a reference tool and not in lieu of the LCRBs themselves.

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A. **Public/Capital Improvements and Capital Fund Program (CFP) –**

Capital Improvements are projects for construction, reconstruction or major renovation on real property by or for the Housing Authority. Capital Improvements do not include emergency work, minor alteration, ordinary repair or maintenance necessary in order to preserve a public improvement. CFP is for the development, financing, and modernization of public housing developments and for management improvements. Refer to Sections III through VI.

- B. **Exemption.** As set forth in ORS 456.122, no Oregon law with respect to the acquisition, operation or disposition of property by other public bodies applies to the Housing Authority, unless specifically provided.

SECTION III --- PETTY CASH AND PURCHASING CARDS

- A. **Petty Cash Purchases** – Purchases under \$100 may be handled through the use of a petty cash account. Petty Cash Accounts may be established at each Housing Authority Office in an amount determined by the Executive Director to cover small purchases made during a month. For all Petty Cash Accounts, the Housing Authority shall ensure that security is maintained and only authorized individuals have access to the account. These accounts should be replenished and reconciled periodically. The total of the cash on hand, Petty cash slips and receipts will be kept in a lock box. The total of these 3 should always reconcile to the approved Petty Cash account balance.
- B. **Purchasing Cards** - Purchasing card usage shall follow the rules for all other small purchases and Clackamas County's Procurement Card Policy.

SECTION IV --- PROCURING PERSONAL SERVICES

- A. The LCRBs control the procurement of personal service contracts, except to the extent in conflict with applicable federal law.
- B. When HUD funding is involved, personal services contracts will not have terms exceeding five years without HUD approval.
- C. Specific Considerations—Architectural/Engineering (A/E) Services
- The Housing Authority will not allow an A/E firm to prepare an application on a “no fee” basis, and then compensate that A/E firm by paying a contingent fee or contracting with them on a sole-source basis to do the design and construction phases.
 - There are several alternatives the Housing Authority may employ in contracting A/E services.

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- i. A “full-service” approach may be used where the Housing Authority solicits offers using competitive proposal procedures for qualification-based selection for assistance in preparing the CFP application and preparing for joint review, with options for doing the design and construction phases for a specific CFP project.
 - ii. The Housing Authority may choose to separate the CFP Application/Joint Review work from the design/construction phase work. In that event, Housing Authority will first solicit and contract for the Application/Joint Review work, and then the design/construction phase will be solicited and contracted.
- D. Specific Considerations—Legal Services
 - a. Contracts for litigation services must meet the requirements of the HUD Litigation Handbook 1530.1 Rev. -5 dated May 18, 2004 and HUD Notice PIH 2003-24 issued September 26, 2003.
 - b. When federal funds are involved, HUD concurrence will be sought for contracts exceeding \$100,000.00.
 - c. Retention of legal services shall require prior approval of County Counsel.

SECTION V --- ADDITIONAL HACC CONTRACT POLICIES

- A. The Executive Director of the Authority may sign contracts on behalf of the Housing Authority as set forth in the Authority’s Resolution No. 1934/Board Order No. 2018-115.
- B. Review and approval by County Counsel will be obtained for all contracts submitted in excess of \$50,000 and for such other contracts as the Executive Director may determine.
- C. All construction contracts or subcontract under CFP which exceed \$100,000 shall require a 5% bid guarantee bond and either (1) a performance and payment bond for 100% of the contract price; (2) separate performance and payment bonds, each for 50% or more of the contract price; (3) A 20% cash escrow; or (4) A 25% irrevocable letter of credit. These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.
- D. If required by applicable law, labor contracts will follow Bureau of Labor and Industries (BOLI) wage laws.
- E. Records documenting procurement actions shall be retained for six years.

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F. Housing Authority Procurement Code of Conduct. The Housing Authority hereby adopts and incorporates by reference the Clackamas County Procurement Code of Ethics, Administrative Rule Adopted by the County Administrator, ARA-FIN-3.12. Provided, however, that any potential Conflict of Interest review or related process shall be submitted to the Housing Authority Executive Director for final determination.

SECTION VI --- FEDERAL PROCUREMENT AND CONTRACT STANDARDS

The following provisions of 2 CFR 200 are set forth for the purpose of describing current federal procurement and contract standards followed by the Housing Authority when federal funds are used. If the federal regulations are changed in a manner which conflicts with the provisions set forth below, then current federal regulations will prevail.

A. Prohibition against Contingent Fees when Federal Funds are Used

When federal funds are used, Contractors wanting to do business with HACC must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

B. Responsible Contractors - 2 CFR 200.318(h)

The Housing Authority will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

C. Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

D. Maintenance of Records

The Housing Authority will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

E. Time and Materials Contracts

The Housing Authority will use time and material type contracts only:

HOUSING AUTHORITY OF CLACKAMAS COUNTY

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- a. After a determination that no other contract is suitable, and
- b. If the contract includes a ceiling price that the contractor exceeds at its own risk.

F. 2 CFR 200.319(b) Geographic Preferences Prohibited

The Housing Authority will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

G. 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:

The Housing Authority will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

H. 2 CFR 200.323 – Contract cost and Price

- (a) The Housing Authority will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, as defined by applicable federal regulations, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The Housing Authority will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is

HOUSING AUTHORITY OF CLACKAMAS COUNTY

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performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (c) Costs or prices based on estimated costs for contracts under Federal awards are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under 2 CFR 200, Subpart E—Cost Principles. The Housing Authority will reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

SECTION VII --- APPEALS AND REMEDIES

It is the Housing Authority's policy to resolve all contractual issues informally at the Housing Authority level, without litigation, whenever possible. When appropriate, the Housing Authority may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. When HUD funds are involved, disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Housing Authority level. HUD will only review protests in cases of violations of federal law or regulations and failure of the Housing Authority to review a complaint or protest. Disclosure of information about any dispute involving HUD funds will be made to HUD.

SECTION VIII --- DISPOSITION OF PERSONAL PROPERTY

The Housing Authority will follow the Clackamas County LCRBs for the Disposition of Personal Property.



Gregory L. Geist
Director

February 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation on the Efforts of the WES Advisory Committee

Purpose/Outcomes	Inform the Commissioners and public about the status of the WES Advisory Committee and their work
Fiscal Impact	N/A
Funding Source	N/A
Duration	N/A
Previous Action	N/A
Strategic Plan Alliance	<ul style="list-style-type: none">• Build Strong Infrastructure• Ensure Safe, Healthy & Secure Communities Honor, Utilize, Promote and Invest in our Natural Resources• Build Public Trust through Good Government
Contact Person	Greg Geist, WES Director, 503-742-4560

BACKGROUND

In 2017, the Board of County Commissioners (“BCC”) as the governing body of Water Environment Services (“WES”) directed staff to help assemble a representative advisory committee that included ratepayers, businesses, environmental groups, developers, and city representatives to provide feedback and recommendations regarding WES issues. The committee began meeting in early 2018, and has embarked on a significant learning and policy review effort. Most recently, the BCC reviewed three recommendations from the advisory committee on January 22nd.

This presentation, made by WES Advisory Committee Chair, Diana Helm, and Vice-Chair, Greg DiLoreto, will report to the BCC on the work of the committee to date, and anticipated work going forward over the next year. A presentation in support of the verbal report is attached.

RECOMMENDATION

N/A

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist
WES Director

February 21, 2019

Water Environment Services Advisory Committee Annual Report

Chair Diana Helm and Vice-Chair Greg DiLoreto



Our Purpose

The WES Advisory Committee provides input and makes recommendations on surface water and wastewater issues affecting the WES service area.

WES provides wastewater and surface water services to over 165,000 people who live and work in Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, West Linn and unincorporated Clackamas County, in addition to the communities of Boring, Fischer's Forest Park, and the Hoodland area.



Our Charge

- » **LEARN:** Provide a forum for coordinating, learning, understanding and gathering input on surface water and wastewater plans, policies, rules, regulations, fees, and projects;
- » **RECOMMEND:** Review, discuss and make recommendations on proposed operational approaches and capital improvements to the region's surface water and wastewater treatment systems, master plans, and investment strategies; and
- » **ENGAGE:** Advise on and support implementation of educational and public engagement strategies on issues relating to wastewater services, bio-solids management, surface water management, watershed health, erosion control and other water quality topics.



Our Strength is our Diversity of Experience



Rate Payers

- Residential
- Commercial
- Industrial

Business

- Business & Industry
- Home Builders
- Developers

Stakeholders

- City Partners
- Environmental Partners/Agencies

Annual Highlights: Getting up to Speed

- » Budget and Financial Forecast
- » Surface Water Program & Projects Overview
- » Collection System Master Plan
- » Rules & Regulations
- » Performance Clackamas Strategic Plan
- » Flow Monitoring and Planning for Wet Weather
- » Communication and Engagement Opportunities



Annual Highlights: Weighing-In and Recommending

- » 2018-2023 Capital Improvement Plan
- » WES Financial Policies | Rate Setting
- » Oregon Consensus | Governance



2018 Highlights: Getting Engaged

- » Budget Subcommittee
- » Rules & Regulations Task Force
- » Volunteer Involvement: SOLVE Clean Ups
- » Creating platforms for meaningful conversations: Advancing Water Resiliency Forums



Our top priorities for 2019

- » Continued construction of vital infrastructure
- » Safeguard ratepayer value relating to surface water and wastewater management and governance
- » Build cross-sector capacity for collaboration through regional partnerships
- » Educate and empower public on issues relating to clean water management and stewardship



BUSINESS FORUMS: Join us!

Preparing for the Worst: Are we Ready?

Advancing Water-Centered Resiliency in Clackamas

» *Learn how Clackamas County ranks, what its water leaders are doing to raise the grade through the lens of climate challenges, infrastructure investment and disaster preparedness, and how to get started on a business of continuity plan.*

- Greg DiLoreto, American Society of Civil Engineers, Infrastructure Report Card Chair
- Nancy Bush, Clackamas County Disaster Management, Director
- Todd Heidgerken, Clackamas River Water, General Manager
- Greg Geist, Water Environment Services, Director

» 2019 DATES:

- ✓ January 24 at 7:30 a.m. hosted by the ELC at CCC (Facilitated by Renee Harber)
- **February 26 at 11:30 a.m. hosted by Oregon City Business Alliance (Facilitated by Tessah Danel)**
- **July 10 at 7:30 a.m. hosted by Clackamas County Business Alliance (Facilitated by Tessah Danel)**



Thank you!





DAN JOHNSON
DIRECTOR

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

February 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Second Reading of Ordinance No. 01-2019: Adding Chapter 7.07,
Vehicle Registration Fee, to the Clackamas County Code**

Purpose/Outcomes	To add a new section to County Code implementing a countywide vehicle registration fee as authorized by ORS 801.040, 801.041 and 803.445.
Dollar Amount and Fiscal Impact	Approximately \$11 million per year of revenue with 50% distributed to the County, 40% distributed to cities located in the County and 10% allocated to a strategic investment fund for county/city road transfers and multi-jurisdictional projects.
Funding Source	Newly implemented countywide vehicle registration fee
Duration	Indefinite
Previous Board Action	Dec. 18, 2018. Board directed staff to draft an ordinance adopting a vehicle registration fee for public hearing and discussion at two separate business meetings. Feb. 7, 2019. BCC first reading and public hearing on VRF ordinance.
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Mike Bezner – 503-742-4651
Contract No.	N/A

BACKGROUND:

Transportation Maintenance Needs

In response to a continuing need for a steady, local source of funds to maintain and improve our transportation system, officials from both Clackamas County and cities in the county have concluded that a countywide vehicle registration fee (VRF) is needed.

Even with the additional funds coming in from HB 2017, without a stable local source of funds the county will not be able to provide all of the services that its residents value and desire. With a local funding source the county could provide enhanced services, including annual paving projects on local/residential roads, a wider variety of capital construction projects to relieve congestion in urban and rural areas, and additional improvements to increase safety.

After years of analysis and discussion in the community, along with conversations with business representatives this past spring, County and city officials agreed to consider a \$30/year/vehicle local, countywide VRF.

State law provides a default distribution of VRF funds with 60% of the revenue going to the county and 40% of the revenue going to the cities. However, Clackamas County and city officials agreed to the following distribution of VRF revenue:

- 40% would continue to go to the cities, based on population;
- 50% would come to the County; and
- The remaining 10% that would normally be County funding would be allocated into a strategic investment fund for road transfers and multi-jurisdictional projects to be jointly determined by the county and cities.

This distribution of VRF revenue has been generally supported by people who attended outreach sessions (more details below) and by our cities, many of which expressed their official support for this proposed VRF.

Outreach

During fall 2018, leadership from the Department of Transportation & Development shared information with community and business groups about the need for a countywide VRF to raise additional funds for local transportation projects. The meetings were publicized by the organizations that hosted the meetings, and by the county through emails, social media, flyers and the county website.

There were 11 presentations with a total of approximately 200 participants:

- a. 7 to community groups (hosted by the Clackamas County Committee for Community Involvement [CCI] and/or a Community Planning Organization [CPO])
- b. 3 to business groups (hosted by a chamber or business alliance)
- c. 1 to a city council (invited by the city)

Meetings were held in locations throughout the county:

- a. Unincorporated areas – Clackamas, Oak Grove, Redland, Welches
- b. Incorporated areas – Estacada, Milwaukie, Molalla, Oregon City

There were three general responses from participants:

- a. Questions about the specific impact of the VRF on them, e.g., which vehicles would be included, and the hardship that might entail
- b. Wondering why the County hasn't pursued a gas tax
- c. Better understanding of the need, and a belief that most people would understand the need if they attended a similar County outreach and education session

County Use of VRF Revenue

Revenue received by the county from a countywide VRF would be directed into the following three areas of need: a) congestion relief, b) safety and c) local road maintenance.

- a) **Safety Improvements (\$500,000/year):** The County has taken an active role in trying to ensure a safe environment for everyone traveling to or through Clackamas County, as evidenced by updating the Clackamas County Drive to Zero Transportation Safety Action Plan. Funding would be allocated for additional safety projects throughout the system as prioritized by the updated plan. The cost of safety projects varies, but they all have the same goal – to reduce injury crashes. Here are a few examples:

- Install curve warning signs -- approximately \$9,000 per mile

- Install guardrail -- \$30,000-50,000, depending on length
 - Install all-way stop-control with flashers -- \$70,000
- b) **Local Road Maintenance (\$1 million/year):** Currently we direct our limited funds towards higher capacity county roadways, such as arterials and collectors, which benefit the most users. We do not have a local road paving program for neighborhood streets and our local roads are currently at or below our Pavement Condition Index (PCI) standard of 70. Based on current funding estimates, up to \$1 million of VRF revenue could be allocated to a paving program to maintain our local road system. That would pay for:
- Paving 2-3 miles of road in the urban area, or
 - Paving 3-4 miles of road in the rural area.
- c) **Congestion Relief through Capital Projects (\$3.5-4 million/year):** To analyze congestion relief/capital needs for unincorporated areas of the county, staff re-evaluated the condition of our roadways and reexamined the needs prioritized in the County's Transportation System Plan (TSP). The county focused on projects – such as Beaver Creek Road, Eagle Creek Road, Canby-Marquam Highway/Lone Elder, Redland Road, Stafford Road and Welches Road -- that meet the following criteria:
- *Priority.* Listed in Tier 1 of our TSP, which was developed with extensive input from the public and adopted by the BCC in 2013.
 - *Geographic distribution.* At least one high priority project in each general area of the County.
 - *Congestion relief component* in response to what we heard repeatedly from the community to do something about congestion. (The only exception is near Mt. Hood where there aren't many opportunities for congestion relief projects.)
 - *Need for funds.* The likelihood that the project wouldn't be built without funding from a local VRF or something similar.

The Proposed VRF Ordinance

To implement a VRF, the County must first adopt an ordinance that implements the fee authorized by ORS 801.040, 801.041 and 803.445. The proposed ordinance would impose a \$30/year registration fee on most vehicles and a \$15/year registration fee on motorcycles. Most vehicles, motorcycles and mopeds are subject to biennial registration periods, which means that upon registration or renewal, an applicant would be charged for two years' worth of registration fees at one time.

Per ORS 801.041(3), certain vehicles are exempt from the registration fee. The ordinance specifically exempts the following from the VRF:

- a. Snowmobiles and Class I all-terrain vehicles;
- b. Fixed-load vehicles;
- c. Vehicles registered under ORS 805.100 to disabled veterans;
- d. Vehicles registered as antique vehicles under ORS 805.010;
- e. Vehicles registered as vehicles of special interest under ORS 805.020;
- f. Government-owned or operated vehicles registered under ORS 805.040 or 805.045;
- g. School buses or school activity vehicles registered under ORS 805.050;
- h. Law enforcement undercover vehicles registered under ORS 805.060;
- i. Vehicles registered on a proportional basis for interstate operation;
- j. Vehicles with a registration weight of 26,001 pounds or more described in ORS 803.420(14) (a) or (b);

- k. Vehicles registered as farm vehicles under the provisions of ORS 805.300;
- l. Travel trailers, campers and motor homes;
- m. Vehicles registered under ORS 805.110 to former prisoners of war.

The ordinance adopts the distribution formula noted above that was agreed to by the County and cities. The Oregon Department of Transportation (ODOT), through Driver & Motor Vehicle Services (DMV), will collect the revenue from the fee and make disbursements based on the modified formula.

Section 7.07.060(C) of the proposed ordinance restricts the potential use of these funds. Notably, the ordinance would create a special allocation for the strategic investment fund, discussed above, which is only to be used for multi-jurisdictional projects that affect new or existing roads or streets within the limits of a city, or on county roads or local access roads that are located within or adjacent to the limits of an incorporated city, or on payments to transfer roads between jurisdictions.

Adoption of this ordinance follows the county's usual ordinance adoption procedures, with two separate readings by the Board at least 13 days apart and an effective date no sooner than 90 days after adoption (unless an emergency is declared).

If this ordinance is adopted, state law requires that the County enter into an intergovernmental agreement (IGA) with ODOT to address collection and distribution of the registration fees. Staff anticipates that if this ordinance is adopted, the County would begin receiving revenue in early 2020, which accounts for time to adopt the IGA, and for ODOT to set up its system to collect the new registration fee. Due to the biennial registration periods applicable to most vehicles, the County and cities would receive the full stream of revenue by early 2022, based on the previously assumed timeline.

RECOMMENDATION:

Staff recommends the Board of County Commissioners read the proposed ordinance by title only and proceed to adoption.

Respectfully submitted,

Dan Johnson
Director – Department of Transportation and Development

Attachments:

- A. ORDINANCE NO.01-2019, An Ordinance Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code – updated for Feb. 21, 2019
- B. ORDINANCE NO. 01-2019, An Ordinance Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code – Feb. 7, 2019 version with track changes
- C. The Road Ahead: Continuing the Conversation, Public Hearing #2 (presentation)

ORDINANCE NO. 01-2019

An Ordinance Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code

WHEREAS, an ordinance establishing the imposition of a County vehicle registration fee is authorized by ORS 801.040, 801.041 and 803.445; and

WHEREAS, a well-maintained road system is essential to sustaining the local economy and the livability of Clackamas County by supporting the safe and efficient transportation of people and goods; and

WHEREAS, current county road fund revenues are insufficient to meet current and future road capacity, safety, and maintenance needs due to the increasing needs of a growing and aging road system, and any progress toward providing funds to meet those needs is valuable for county residents and businesses; and

WHEREAS, the county road network has experienced an ever increasing volume of traffic congestion, and additional congestion is expected without additional capital improvement funding; and

WHEREAS, the County has adopted a Transportation System Plan (TSP) with the goal of providing sufficient roadway improvements to support expected growth in the region, and revenue from a countywide vehicle registration fee will pay for construction of some needed top priority TSP projects throughout the county for which there is no other funding source; and

WHEREAS, the County has adopted a Transportation Safety Action Plan with a goal of significantly reducing serious injury and fatal crashes on all roads in Clackamas County; and

WHEREAS, the County needs an adequate local funding source to make safety improvements to help achieve the goals set forth under the Transportation Safety Action Plan; and

WHEREAS, the county local road network has experienced degradation due to insufficient maintenance funding and additional degradation is expected without additional maintenance funding; and

WHEREAS, cities within Clackamas County have also expressed the need for additional revenues for road maintenance, operation and improvement of roads under their jurisdiction; and

WHEREAS, both the County and the cities have expressed a desire to create a strategic investment fund from a portion of the County's share of the vehicle

registration fee revenue to allow local public agencies to work collaboratively to fund multi-jurisdictional projects; and

WHEREAS, a vehicle registration fee is a stable form of local revenue that is generated by users of roads within the County; and

WHEREAS, revenues from a vehicle registration fee can be used for road-related purposes as defined in Section 3a of Article IX of the Oregon Constitution and such uses include capital improvements, maintenance, and operation of existing county roads; and

WHEREAS, revenues from such a fee must be shared with cities within the County; and

WHEREAS, it is in the public interest to implement a vehicle registration fee to provide additional revenue for the purposes described herein; and

WHEREAS, adequate funding for the maintenance of county and city road systems is a statewide concern; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Title 7 of the Clackamas County Code is hereby amended to add Chapter 7.07, Vehicle Registration Fee, as set forth in the attached Exhibit A.

Section 2: Appendix A of the Clackamas County Code is hereby amended to add the Vehicle Registration Fee amount, as set forth in the attached Exhibit B.

Section 3: This Ordinance shall take effect ninety (90) days after adoption.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 7.07 - VEHICLE REGISTRATION FEE

7.07.010 Authority

This chapter is adopted pursuant to the authority granted by ORS 801.040, 801.041 and 803.445.

7.07.020 Definitions

- A. MOPED shall have the meaning given in ORS 801.345.
- B. MOTORCYCLE shall have the meaning given in ORS 801.365.
- C. REGISTRATION or REGISTER shall have the meaning given in ORS 801.410.
- D. VEHICLE shall have the meaning given in ORS 801.590.

7.07.030 Fee Imposed; Exemptions

- A. Except as provided in this chapter, Clackamas County hereby imposes a vehicle registration fee on all vehicles registered with the State of Oregon Department of Transportation where the residential or business address on the application for registration or the renewal of registration is located in Clackamas County.
- B. Clackamas County shall not impose a vehicle registration fee on those vehicles identified in ORS 801.041(3) as being exempt from the registration fee. Vehicles exempt from the vehicle registration fee include the following:
 - 1. Snowmobiles and Class I all-terrain vehicles;
 - 2. Fixed load vehicles;
 - 3. Vehicles registered under ORS 805.100 to disabled veterans;
 - 4. Vehicles registered as antique vehicles under ORS 805.010;
 - 5. Vehicles registered as vehicles of special interest under ORS 805.020;
 - 6. Government-owned or operated vehicles registered under ORS 805.040 or 805.045;
 - 7. School buses or school activity vehicles registered under ORS 805.050;
 - 8. Law enforcement undercover vehicles registered under ORS 805.060;
 - 9. Vehicles registered on a proportional basis for interstate operation;

10. Vehicles with a registration weight of 26,001 pounds or more described in ORS 803.420(14) (a) or (b);
11. Vehicles registered as farm vehicles under the provisions of ORS 805.300;
12. Travel trailers, campers and motor homes, as those terms are defined in ORS 801.565, ORS 801.180, and ORS 801.350 respectively;
13. Vehicles registered under ORS 805.110 to former prisoners of war.

7.07.040 Amount and Payment of Fee

- A. Except as provided in this chapter, at the time a vehicle is first registered or at the time of registration renewal, the applicant shall pay the county vehicle registration fee for each year of the registration period.
- B. At the time a motorcycle or moped is first registered or at the time of registration renewal, the applicant shall pay the county vehicle registration fee for each year of the registration period.
- C. The county vehicle registration fee is in addition to other fees required to be paid to the State of Oregon under ORS 803.420.
- D. The fee shall be collected by the Oregon Department of Transportation on behalf of Clackamas County.

7.07.050 Distribution of Revenue

- A. The County will pay and distribute 40% of the moneys collected to those incorporated cities within the County. The distribution shall be based on each city's proportional share of the total number of Clackamas County residents residing within incorporated cities, as determined by the most recent reports of the Portland State University Population Research Center.
- B. The County will allocate 10% of the moneys collected to a strategic investment fund for purposes of funding jurisdictional road transfers or other multi-jurisdictional projects.
- C. All distributions under this provision will be made after administrative fees are collected by the Oregon Department of Transportation and the County.

7.07.060 Use of Revenue

- A. The County Department of Finance, or its designee, shall be responsible for the disposition of the revenue from the vehicle registration fee.

- B. For the purposes of this section “net revenue” means the revenue from the fee imposed by this chapter remaining after providing for the cost of collection, transfer, and administration by the Oregon Department of Transportation and the County.

- C. The net revenue of the fees collected under this chapter shall be used only for purposes allowed by state law. Except for the portion of the net revenue described in 7.07.050(B), the net revenue received by the department shall be credited to the County road fund under a different account to ensure these funds shall be used only for the maintenance of local roadways, safety related projects and capital construction focused on the reduction of congestion on county roads. The net revenue received by the cities shall be used only for road purposes as outlined in applicable state law regarding expenditure of road user fees and taxes. The net revenue described in 7.07.050(B), which is allocated to the strategic investment fund, shall be used only for payments to transfer roads between jurisdictions or for multi-jurisdictional projects which affect new or existing roads or streets within the limits of a city, or on county roads or local access roads, as those terms are defined in ORS 368, that are located within or adjacent to the limits of an incorporated city.

ORDINANCE NO. 01-2019

Deleted: _____

An Ordinance Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code

WHEREAS, an ordinance establishing the imposition of a County vehicle registration fee is authorized by ORS 801.040, 801.041 and 803.445; and

WHEREAS, a well-maintained road system is essential to sustaining the local economy and the livability of Clackamas County by supporting the safe and efficient transportation of people and goods; and

WHEREAS, current county road fund revenues are insufficient to meet current and future road capacity, safety, and maintenance needs due to the increasing needs of a growing and aging road system, and any progress toward providing funds to meet those needs is valuable for county residents and businesses; and

WHEREAS, the county road network has experienced an ever increasing volume of traffic congestion, and additional congestion is expected without additional capital improvement funding; and

WHEREAS, the County has adopted a Transportation System Plan (TSP) with the goal of providing sufficient roadway improvements to support expected growth in the region, and revenue from a countywide vehicle registration fee will pay for construction of some needed top priority TSP projects throughout the county for which there is no other funding source; and

Deleted: but on current local assumptions

WHEREAS, the County has adopted a Transportation Safety Action Plan with a goal of significantly reducing serious injury and fatal crashes on all roads in Clackamas County; and

WHEREAS, the County needs an adequate local funding source to make safety improvements to help achieve the goals set forth under the Transportation Safety Action Plan; and

WHEREAS, the county local road network has experienced degradation due to insufficient maintenance funding and additional degradation is expected without additional maintenance funding; and

WHEREAS, cities within Clackamas County have also expressed the need for additional revenues for road maintenance, operation and improvement of roads under their jurisdiction; and

WHEREAS, both the County and the cities have expressed a desire to create a strategic investment fund from a portion of the County's share of the vehicle

registration fee revenue to allow local public agencies to work collaboratively to fund multi-jurisdictional projects; and

WHEREAS, a vehicle registration fee is a stable form of local revenue that is generated by users of roads within the County; and

WHEREAS, revenues from a vehicle registration fee can be used for road-related purposes as defined in Section 3a of Article IX of the Oregon Constitution and such uses include capital improvements, maintenance, and operation of existing county roads; and

WHEREAS, revenues from such a fee must be shared with cities within the County; and

WHEREAS, it is in the public interest to implement a vehicle registration fee to provide additional revenue for the purposes described herein; and

WHEREAS, adequate funding for the maintenance of county and city road systems is a statewide concern; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Title 7 of the Clackamas County Code is hereby amended to add Chapter 7.07, Vehicle Registration Fee, as set forth in the attached Exhibit A.

Section 2: Appendix A of the Clackamas County Code is hereby amended to add the Vehicle Registration Fee amount, as set forth in the attached Exhibit B.

Section 3: This Ordinance shall take effect ninety (90) days after adoption.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 7.07 - VEHICLE REGISTRATION FEE

7.07.010 Authority

This chapter is adopted pursuant to the authority granted by ORS 801.040, 801.041 and 803.445.

7.07.020 Definitions

- A. MOPED shall have the meaning given in ORS 801.345.
- B. MOTORCYCLE shall have the meaning given in ORS 801.365.
- C. REGISTRATION or REGISTER shall have the meaning given in ORS 801.410.
- D. VEHICLE shall have the meaning given in ORS 801.590.

7.07.030 Fee Imposed; Exemptions

- A. Except as provided in this chapter, Clackamas County hereby imposes a vehicle registration fee on all vehicles registered with the State of Oregon Department of Transportation where the residential or business address on the application for registration or the renewal of registration is located in Clackamas County.
- B. Clackamas County shall not impose a vehicle registration fee on those vehicles identified in ORS 801.041(3) as being exempt from the registration fee. Vehicles exempt from the vehicle registration fee include the following:
 - 1. Snowmobiles and Class I all-terrain vehicles;
 - 2. Fixed load vehicles;
 - 3. Vehicles registered under ORS 805.100 to disabled veterans;
 - 4. Vehicles registered as antique vehicles under ORS 805.010;
 - 5. Vehicles registered as vehicles of special interest under ORS 805.020;
 - 6. Government-owned or operated vehicles registered under ORS 805.040 or 805.045;
 - 7. School buses or school activity vehicles registered under ORS 805.050;
 - 8. Law enforcement undercover vehicles registered under ORS 805.060;
 - 9. Vehicles registered on a proportional basis for interstate operation;

10. Vehicles with a registration weight of 26,001 pounds or more described in ORS 803.420(14) (a) or (b);
11. Vehicles registered as farm vehicles under the provisions of ORS 805.300;
12. Travel trailers, campers and motor homes, as those terms are defined in ORS 801.565, ORS 801.180, and ORS 801.350 respectively;
13. Vehicles registered under ORS 805.110 to former prisoners of war.

7.07.040 Amount and Payment of Fee

- A. Except as provided in this chapter, at the time a vehicle is first registered or at the time of registration renewal, the applicant shall pay the county vehicle registration fee for each year of the registration period.
- B. At the time a motorcycle or moped is first registered or at the time of registration renewal, the applicant shall pay the county vehicle registration fee for each year of the registration period.
- C. The county vehicle registration fee is in addition to other fees required to be paid to the State of Oregon under ORS 803.420.
- D. The fee shall be collected by the Oregon Department of Transportation on behalf of Clackamas County.

7.07.050 Distribution of Revenue

- A. The County will pay and distribute 40% of the moneys collected to those incorporated cities within the County. The distribution shall be based on each city's proportional share of the total number of Clackamas County residents residing within incorporated cities, as determined by the most recent reports of the Portland State University Population Research Center.
- B. The County will allocate 10% of the moneys collected to a strategic investment fund for purposes of funding jurisdictional road transfers or other multi-jurisdictional projects.
- C. All distributions under this provision will be made after administrative fees are collected by the Oregon Department of Transportation and the County.

7.07.060 Use of Revenue

- A. The County Department of Finance, or its designee, shall be responsible for the disposition of the revenue from the vehicle registration fee.

- B. For the purposes of this section “net revenue” means the revenue from the fee imposed by this chapter remaining after providing for the cost of collection, transfer, and administration by the Oregon Department of Transportation and the County.

- C. The net revenue of the fees collected under this chapter shall be used only for purposes allowed by state law. Except for the portion of the net revenue described in 7.07.050(B), the net revenue received by the department shall be credited to the County road fund under a different account to ensure these funds shall be used only for the maintenance of local roadways, safety related projects and capital construction focused on the reduction of congestion on county roads. The net revenue received by the cities shall be used only for road purposes as outlined in applicable state law regarding expenditure of road user fees and taxes. The net revenue described in 7.07.050(B), which is allocated to the strategic investment fund, shall be used only for payments to transfer roads between jurisdictions or for multi-jurisdictional projects which affect new or existing roads or streets within the limits of a city, or on county roads or local access roads, as those terms are defined in ORS 368, that are located within or adjacent to the limits of an incorporated city.



The Road Ahead: CONTINUING THE CONVERSATION

PUBLIC HEARING #2

Vehicle Registration Fee Ordinance #01-2019

February 21, 2019



The Conversation



Street Safety, Mobility and Reliability
Team
(Street SMART)
Report to
Board of County Commissioners
February 26, 2008

Clackamas County Roads:
Where are we?
Where do we want to be?
October 2009

Clackamas County Roads:
Protecting your Investment
October 2010

**Clackamas County and Its Cities, Districts,
Hamlets and Village:**
Investing in the Future of Our Land Use and
Transportation System -- **2011**

The Status of
Clackamas County Roads
Department of Transportation & Development
December 19, 2013

*A Conversation about
Road Maintenance Funding*
Sept. 26, 2016

T-FUNDS
Transportation Funding:
Understanding the Needs
of a Diverse System
October 2007



THE ROAD AHEAD, 2018
Continuing the Conversation
Community Leaders Meeting
October 15, 2018

Continuing the Conversation 2018-19

ClackCo Quarterly (mailed to all residences)

- Feb. 2019 – Commissioners Corner
- Nov. 2018 – article

#ClackCo Monthly email (~12,000 subscribers)

- November 2018
- December 2018
- January 2019

Flyers for public presentations, sent to:

- interested parties lists
- CPO leaders
- local community groups
- chambers and other business organizations

Public presentations

- 8 community groups
- 3 business groups
- 1 city council

Board of Commissioners policy sessions

- Dec. 18, 2018
- Sept. 11, 2018
- Sept. 4, 2018
- June 26, 2018
- Jan. 9, 2018

Website – since early 2018

Social media (countywide)

- Facebook – 7 posts, including 4 FB events
- Nextdoor – 5 posts and 4 event listings
- Twitter – 11 posts

C4 meetings

- 2019: Feb. 7
- 2018: Dec. 6, Nov. 1, Sept. 6, Aug. 2, June 30

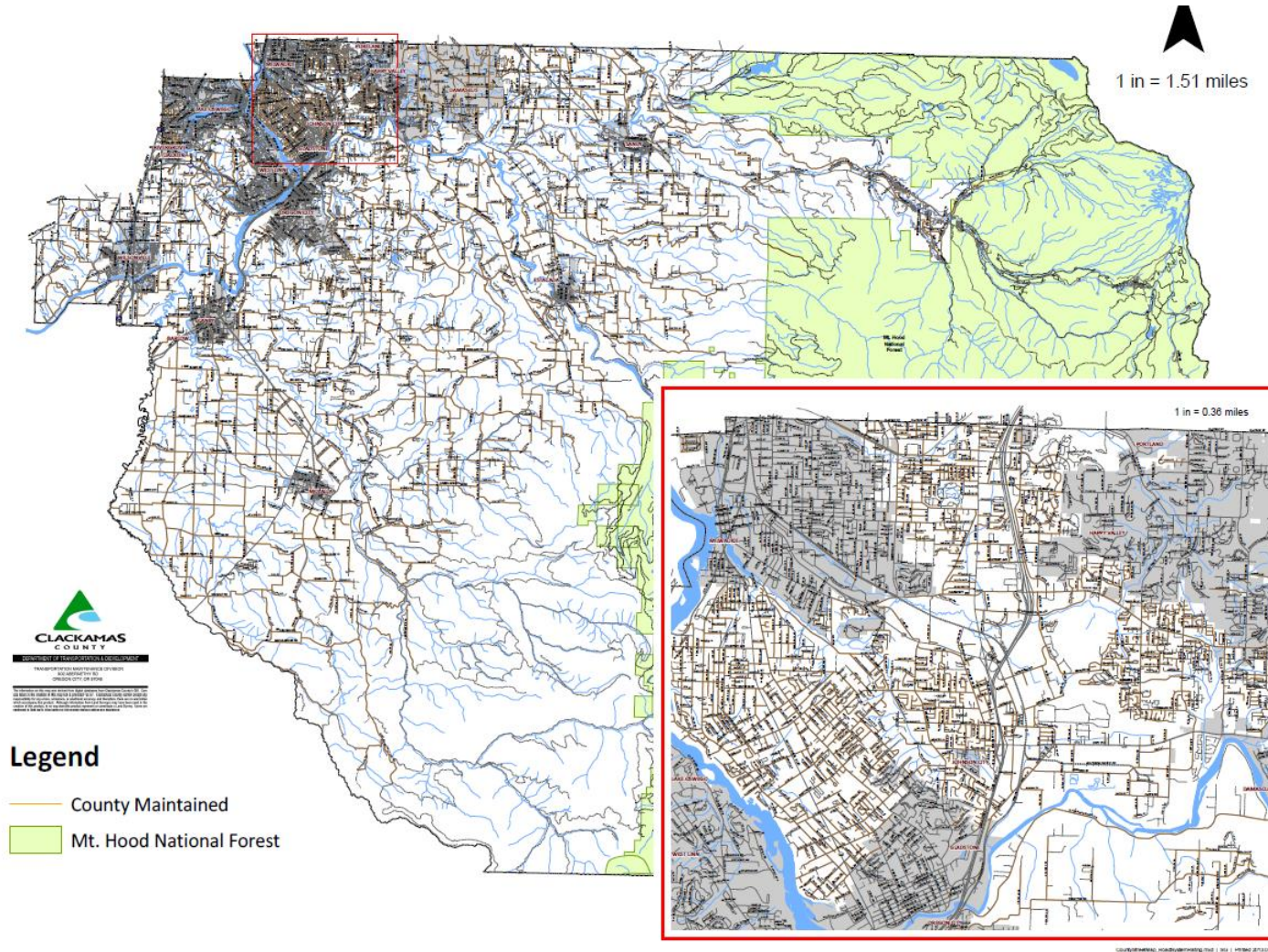
News release/opinion

- Early January 2019 -- editorial
- Late January 2019 – news release



1,400 miles of roads, including 40 miles inside cities

- **111,000** linear feet of guardrail
- **27,000** traffic signs
- **9,330** catch basins
- **8,130** culverts & storm sewers
- **5,000+** public maintenance calls responded to each year
- **2,500** miles of street sweeping
- **2,400+** miles of gravel shoulder
- **250** miles of mechanical brushing
- **180** bridges
- **24-hour** snow removal on major roads
- **1** ferry



Clackamas County

Historically, how was road work funded?

Maintenance

- State Highway Fund (Road Fund)
- Timber Receipts/Secure Rural Schools

Capital Projects

- Federal/State/Other – 46%
- Urban Renewal – 33%
- Transportation System Development Charges – 16%
- Road Fund – 5% (match)

Clackamas County

Funding with HB2017 (fully funded in 9 years)

Maintenance Projects: + \$7.52 million/year

- Arterial/Collector Paving:
Increase from \$3 million to \$8.5 million
- Local Road Paving: \$0 (no change)
- ADA Improvements:
Increase from \$180,000 to \$700,000
- Safety improvements:
Increase from \$260,000 to \$1.76 million

Capital Projects: \$0



Needed services...

- Construct capital projects to relieve congestion
- Local road maintenance
- Safety improvements
- ADA/curb ramps
- Multi-use paths/bike paths/sidewalks
- Relocating Transportation Maintenance



Road Funding by County – Portland Metro Region

For years, residents in neighboring counties have voted in additional local funding to support road maintenance in their communities. These local sources supplement state and federal funds. (The year each fee was established is shown for each fee.)



We talked with business leaders... community leaders...cities

Service priorities...

Congestion relief

Maintenance for ***local roads***

Safety improvement projects

Interested in collaboration

A ***strategic investment fund*** for local transportation needs

Funding preference...

\$30/vehicle/year ***vehicle registration fee***



VRF Impact on Motorists: *Investment in the Future*

➤ **\$30 per vehicle per year**

- \$60 paid every two years when motorists renew vehicle registration
- Not applicable to one-time permanent vehicle registrations (classic cars, antique vehicles, disabled veterans, etc.)

➤ **Included:** motorcycles (\$15); cars, pick-up trucks, vans and other passenger vehicles

➤ **Excluded (OR801.041):**

- Registered farm equipment
- Heavy trucks (which pay weight-mile tax)



Potential Revenue (\$30/year)

City	Population (July 1, 2017)	Annual Revenue*
Lake Oswego**	34,855	\$703,222
Oregon City	34,240	\$690,807
West Linn	25,615	\$516,794
Wilsonville**	21,260	\$428,938
Milwaukie	20,510	\$413,798
Happy Valley	18,680	\$376,877
Canby	16,420	\$331,281
Gladstone	11,660	\$235,246
Sandy	10,655	\$214,969

City	Population (July 1, 2017)	Annual Revenue*
Damascus***	10,625	\$214,364
Molalla	9,085	\$183,294
Estacada	3,155	\$63,654
Tualatin**	2,911	\$58,741
Portland**	766	\$15,455
Johnson City	565	\$11,399
Rivergrove**	459	\$9,253
Barlow	135	\$2,724
County	412,672	\$5,588,520

Strategic Investment Fund (SIF): \$1,117,704

*Based on population, per state law

**Part of this city is outside Clackamas County

***Per state law, funds that would have gone to the former city go to the county for 10 years



Clackamas County Vehicle Registration Fee (filling gaps)

Maintenance (per year)

- Arterial/Collector Paving
Increase from \$3 million to \$8.5 million
- **Local Road Paving: \$1 million**
- ADA Improvements:
Increase from \$180,000 to \$700,000
- **Safety Improvements:
Increase from \$1.76 million to \$2.26 million**

Capital Funding

- + \$3.5-\$4 million/year



VRF Impact on Everyone:

Improved safety (\$500,000/year)

Install all-way stop-control with flashers

- Cost: \$70,000 per installation
- Crash reduction: 60% for all crashes, all severities
- Examples: Canby-Marquam/Lone Elder (RSA), Central Point/Tow



Widen road shoulders with safety features (e.g., rumble strips)

- \$100,000 per mile
- 50% crash reduction for all crashes, all severities
- Examples: rural collector/arterials such as Beaver Creek Road, Springwater Road, Eagle Creek Road, Barlow Trail Road, Canby-Marquam Highway, Meridian Road, Kelso Road, Welches Road

VRF Impact on Everyone:

Improved safety (\$500,000/year)

Curve warning signs

- Cost: \$9,000 per mile
- Crash reduction: 16% for run-off-road injury crashes
- Examples: Feyrer Park Rd, Borland Rd, Wright Rd, Lower Highland Rd, Kropf Rd



Guardrail

- Cost: \$30,000 -50,000 per installation depending on length
- Crash reduction (roadway departure): 47% for all injury crashes
- Examples: portions of Foster Rd, Ten Eyck Rd, Central Point Rd, Bull Run Rd

Rectangular Rapid Flash Beacons with Median

- Cost: \$200,000 per installation
- Crash reduction: 56% for pedestrian crashes, all severities
- Example: Monterey/90th

VRF Impact on Everyone: *Maintained local roads (\$1 million/year)*

\$1 million/year will pay for:

Paving 2 - 3 miles in the urban area, **or**

Paving 3 - 4 miles in the rural area



County local roads below our PCI standard of 70

107 miles of urban local roads

127 miles of rural local roads



VRF Impact on Everyone: *Congestion Relief (capital projects)*

Additional \$3.5 - 4 million every year

- 20% / year increase
- Dedicated source of funds
- Projects
 - Located throughout the county
 - Selected based on Clackamas County values and needs, with input from people in the local communities



VRF Impact on Everyone: *Congestion Relief (capital projects)*

Roundabouts

- Cost: \$2 million per installation
- Crash reduction: 80% for all crashes, all injuries except property damage only (PDO)
- Examples: Beaver Creek/Leland/Kamrath, Canby-Marquam/Gribble, Stafford/65th, Redland/Ferguson, Stafford-Borland

Added Turn Lanes

- Cost: \$400,000-600,000 per installation
- Crash reduction: 45% for all crashes and all severities
- Examples: Redland/Bradley, Union Mills/Windy City, Fischers Mill/Hattan, Springwater/Bakers Ferry, Redland/Henrici



VRF Impact on Everyone: *Congestion Relief (examples*)*

Beavercreek Road – paved shoulders, turn lanes, possible roundabout at Beavercreek / Leland / Kamrath intersection

Canby-Marquam Highway/Lone Elder – reconstruct intersection, new turn lanes

Concord Road (River Road to Oatfield Road) – add turn lanes at major intersections

Eagle Creek Road, Currin to Duus -- remove horizontal curve, relocated intersection, add paved shoulders and turn lanes

Redland Road – roundabout at intersection with Ferguson; eastbound left-turn lanes at Bradley and Hattan intersections

Stafford Road – paved shoulders and turn lanes; traffic signal and turn lanes, or roundabout, at Childs Road intersection

Welches Road – paved shoulders, pedestrian facilities

**These are only examples of the types of high priority projects in the Transportation System Plan; final decisions on which projects to actually construct will be made after discussion with local residents.*





For more information:

www.Clackamas.us/transportation/VRF











THANK YOU!

Questions and Discussion



County Ballot Measures

- 1986:  Fuel License Fee
- 1995:  Fuel License Fee
- 1997:  Vehicle Registration Fee
- 1997:  Fuel Tax
- 2003:  Road System Maintenance Fee

- 2011:  Vehicle Registration Fee (Sellwood Bridge)
- 2016:  Pursue voter-approved funding for a limited period of time for deferred maintenance
- 2016:  Fuel Tax

February 21, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Oregon Trail School District for the Cedar Ridge Fitness Center.

Purpose/Outcomes	The Oregon Trail School District one of the recipients of the Blueprint Grants Program. They will be creating a fitness center to benefit the students and promote health living habits though diet and exercise.
Dollar Amount and Fiscal Impact	Contract maximum value \$50,000.
Funding Source	Clackamas County Public Health Division approved budget. No Additional County General Funds are involved.
Duration	Effective January 01, 2019 and terminates on December 31, 2019
Previous Board Action	No previous board action
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	9154

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the Oregon Trail School District for the Cedar Ridge Fitness Center.

The Blueprint for a Healthy Clackamas County is the county's external facing initiative to help coordinate, connect and align priorities for partners to collectively make an impact on improving the health and quality of life for residents within our communities.

Oregon Trail School District No. 46 has been selected to receive a grant for their project "Cedar Ridge Fitness Center" This Agreement provides funding for the FY 18-19. Continued financial support will be dependent on the project's success and availability of funds.

This Agreement is effective January 1, 2019 and continues through December 31, 2019. This Amendment has been reviewed by County Counsel on February 4, 2019.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Richard Swift", written over a faint circular stamp.

Richard Swift, Director
Health, Housing and Human Services

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: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY19-21 ODOT 5311 Rural Transit Formula Funds
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Teresa Christopherson
Requestor Contact Information: x5718 teresachr@clackamas.us
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): 5353
Brief Description of Project:

Continuation grant for Oregon Department of Transportation FTA 5311 Rural Formula Funds for MHX operations funding.
These funds support the core MHX services

Name of Funding (Granting) Agency: ODOT

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

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

OR

Application Packet Attached: Yes No

Completed By: Teresa Christopherson Date: 01/24/19

**** 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 Other Funding Agency Award Notification Date: N/A
CFDA(s), if applicable: N/A
Announcement Date: 12/03/18 Announcement/Opportunity #: N/A
Grant Category/Title: 5311 Formula Grants for Rural Areas Max Award Value: \$235,382
Allows Indirect/Rate: N/A Match Requirement: 43.92%
Application Deadline: 02/08/19 Other Deadlines: _____
Grant Start Date: 07/01/19 Other Deadline Description: _____
Grant End Date: 06/30/21
Completed By: Teresa Christopherson Program Income Requirement: None
Pre-Application Meeting Schedule: N/A

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 and/or Division's Mission/Purpose/Goals?

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

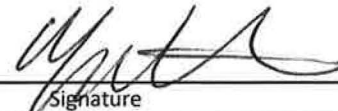
Program Approval:

Teresa Christopherson

01/24/19

Name (Typed/Printed)


Date

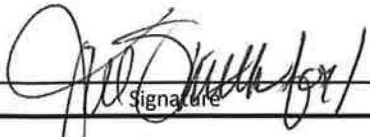

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	1-27-19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	1/24/19	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
	1/28/2019	
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

COPY

February 21, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of
Transportation 5311 Rural Formula Funds for
Operations Funding for Mt Hood Express

Purpose/Outcomes	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The maximum agreement is \$235,382. These funds will be used to pay for operations of the Mt Hood Express bus service. Match funds will be provided by Special Transportation Funds (state grant) the county and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5311 Rural Transit Formula Funds
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through Special Transportation Funds (state grant), county funds, and private contributions from businesses in the Mt Hood area.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director
Health, Housing and Human Services

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CLACKAMAS COUNTY, OREGON
PUBLIC HEALTH DIVISION**

AND

OREGON TRAIL SCHOOL DISTRICT NO. 46 AGENCY

Agreement #9154

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CLACKAMAS) and Oregon Trail School District No. 46 (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

Background:

The Blueprint for a Healthy Clackamas County is the county's external facing initiative to help coordinate, connect and align priorities for partners to collectively make an impact on improving the health and quality of life for residents within our communities.

Over the past year, Clackamas County Public Health has convened community members and organizations to prioritize the goals, objectives and strategies within the Blueprint report.

The Blueprint for a Healthy Clackamas County Community Grants fund community-driven projects that can work to implement the identified goals, objectives and strategies within the plan. There is an emphasis on funding projects that will create coalitions in advancing health equity and trauma-informed approaches within specific communities in Clackamas County.

Oregon Trail School District No. 46 has been selected to receive a grant for their project "Cedar Ridge Fitness Center" This Agreement provides funding for the FY 18-19. Continued financial support will be dependent on the project's success and availability of funds.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

1. Complete the work described in Exhibit "A", which by this reference is hereby made a part hereof and incorporated herein.
2. hold one United Way workplace campaign between January 1-December 31, 2019 details to be navigated with United Way.
3. participate in Blueprint Committee meetings to be held quarterly dates to be determined. In person attendance required for 2 out of 4 meetings. By phone acceptable for 1 of 4 meeting.

III. Compensation

- A. CLACKAMAS shall compensate AGENCY for satisfactorily completing activities described in Section II.A. above and Exhibit A.
- B. The total payment to CLACKAMAS shall not exceed **\$50,000.**
- C. AGENCY shall submit a request for reimbursement for true and verifiable expenses on a monthly basis the month following that in which activities are performed. The request may use any format approved by the CLACKAMAS, shall list the contract #9154, list work accomplished for which reimbursement is requested, and total amount due for the billing period. Requests for reimbursement shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

or electronically to:

PublicHealthFiscalAP@clackamas.us

Within thirty (30) days after receipt of the bill, provided that the Program Manager, has approved the activities specified on the request for reimbursement, the CLACKAMAS shall pay the amount requested to the AGENCY.

IV. REPORTING REQUIREMENTS

- A. Required to report out and share progress at meetings either by written report, verbal report or presentation.
- B. Receipts and expenditure reports shall be submitted with request for reimbursement.
- C. A written final report is due December 31, 2019 to include budget.

V. Notices and Liaison Responsibility

- A. **Notices:** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- B. **Liaisons:** Julia Monteith, Communications Director, will act as liaison from AGENCY (unit of government) for this project. Kirsten Ingersol, Program Planner, will act as liaison from CLACKAMAS.

VI. Special Requirements

- A. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.
- B. Within the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. **Access to Records.** Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.
- E. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be

brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- F. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- G. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- H. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint

venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- L. **No Third-Party Beneficiary.** Agency 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.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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.
- S. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

VII. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VIII. Term and Termination

A. Term of Agreement

This agreement becomes effective January 1, 2019 and is scheduled to terminate December 31, 2019.

B. Termination

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

This agreement consists of eight (8) sections plus the following Exhibits that by this reference are incorporated herein:

- Exhibit A Scope of Work, Reporting Requirements, and Performance Measures
- Exhibit B Budget
- Exhibit C Insurance Requirements

OREGON TRAIL SCHOOL DISTRICT NO. 46



Timothy Belanger
2-6-2019

Date
36525 SE Industrial Way

Street Address
Sandy, OR 97055

City / State / Zip
503-468-5541 / 503-668-7906

Phone / Fax

CLACKAMAS COUNTY

- Commissioner: Jim Bernard, Chair
- Commissioner: Sonya Fischer
- Commissioner: Ken Humberston
- Commissioner: Paul Savas
- Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human Services

Date

Exhibit A
Scope of Work, Reporting Requirements, and Performance Measures

Scope of Work:

Develop a Fitness Center at the Cedar Ridge Middle School Campus that would serve students in grades 6-12, including students from across the Oregon Trail School District / Health Equity Zone

The Cedar Ridge Campus is home to middle school students in grades 6-8, middle school Structured Learning Center students from across the district (Sandy, Boring, and Welches), and Blended Learning Center students in grades 6-12 from across the district, including home school students.

A 3580 square foot space inside Cedar Ridge Middle School would be renovated to provide an alternative physical education and health classroom for Cedar Ridge, Blended Learning Center, and Structured Learning Center students. Our Physical Education and Health teachers have developed a plan for utilizing the space to support their instruction, and to help us meet the new state PE standards while offering alternatives to the typical PE group games/activities – such as strength training and aerobics courses. The Center would also provide space for middle school sports teams to train and compete, and would support after-school fitness enrichment programs.

The space would be renovated with:

- Freshly painted walls and painted or replaced ceiling tiles. This work would be completed by district maintenance staff.
- New flooring installed over the concrete floor, and padding installed on walls and doors. Cushioned floors and walls would reduce risk of injury during exercise and multipurpose activities.
- Equipment to support instruction and activities, including: benches, dumbbells, pull up bars, balance trainer balls, medicine balls, resistance bands, stretching boxes, Plyo boxes, agility hurdles and ladders, jazzercise steps, exercise mats, a projector and sound system, and storage for the equipment.

Reporting Requirements:

- A. Required to report out and share progress at meetings either by written report, verbal report or presentation.
- B. Receipts and expenditure reports shall be submitted with request for reimbursement.
- C. A written final report is due December 31, 2019 to include budget.

Performance Measures: 1) Evaluation: Please describe the anticipated outcomes of this project and how the outcomes (results) will be collected and analyzed.		
Outcome	Data Source	Data Point
<i>Example: Conduct trainings with youth.</i>	<i>Example: Attendance records.</i>	<i>Example: Number of trainings conducted.</i>
1) Implement additional/alternative PE options for students	Course guide; attendance records	Number of additional/alternative options students may access; number
2) Implement enrichment opportunities for students to be physically active after school	Course list; attendance records	Number of activities students may access; number of students participating
3) Decrease percentage of 8th grade students who are overweight or obese	2020 Student Wellness Survey	Student responses to survey
4) Reduce the percentage of youth using illicit drugs	2020 Student Wellness Survey	Student responses to survey
5) Reduce the number of attempted suicides	2020 Student Wellness Survey	Student responses to survey
6) Increase percentage of 8th grade students in good physical health	2020 Student Wellness Survey	Student responses to survey
7) Increase percentage of 8th grade students in good emotional /mental health	2020 Student Wellness Survey	Student responses to survey
<p>The Outcomes listed above will help us determine our success at meeting these Healthy Behavior objectives:</p> <ul style="list-style-type: none"> • Improve school wellness by increasing physical activity done by students • Increase the percentage of youth meeting the CDC's physical activity recommendation of one hour daily • Reduce the percentage of youth using illicit drugs • Reduce the number of attempted suicides 		

2) Provide Projected Work Plan / Timeline / Milestones				
Note: Only complete what is necessary to accurately detail your project work plan / timeline / milestones.				
*School based projects may negotiate an alternate timeline that coincides with the academic calendar.				
Task / Activity	Start Date	Completion Date	People Involved	Milestone / Result
Paint walls	Summer 2019	September 1, 2019	Oregon Trail SD maintenance staff	Walls painted
Replace ceiling tiles as needed; paint ceiling	Summer 2019	September 1, 2019	Oregon Trail SD maintenance staff	Ceiling tiles replaced or painted
Purchase & install new flooring and padding	Summer 2019	September 1, 2019	Cedar Ridge Principal & Athletics Director; Flooring contractor	Flooring & padding installed
Purchase equipment & supplies	Spring 2019	September 1, 2019	Cedar Ridge Principal; Athletics Director	Equipment & supplies purchased
Fitness Center open for PE & Health classes	September 1, 2019	Continuing	Cedar Ridge Principal; Athletics Director; PE & Health Teachers	Students accessing Fitness Center
Fitness Center open for middle school athletics	September 1, 2019	Continuing	Cedar Ridge Principal; Athletics Director; Coaches	Students from all OTSD middle schools accessing Fitness Center
Fitness Center open for after-school enrichment activities	October 1, 2019	Continuing	Cedar Ridge Principal; Todos Juntos	Students and partners accessing Fitness Center
Fundraise for additional equipment	January 2019	December 2020	Cedar Ridge Parent Teacher Club	\$10,000 raised

**EXHIBIT B
 Blueprint Grant Budget**

Budget Projected expenses (cannot be less than \$10,000 or exceed \$100,000) If asking for multi-year funding, please, break down expenses by County fiscal year of July 1-June 30. Multi-year awards are not guaranteed and contingent upon the availability of funding. (FY July 2018/June 2019, FY July 2019/June 2020, FY July 2020/June 2021)		
Item (Materials, Staffing, Evaluation)	Explanation	Cost
Fitness Center flooring & padding for walls	Rubberized or epoxy gymnasium flooring and rubberized padding for walls & doors; cost includes materials and labor. <u>NOTE:</u> Unofficial quotes/estimates put the job at up to \$32,000, depending on the product. If the grant is awarded, we will go out for official bids with a purpose of purchasing product that is safe, durable, long-lasting, and cost-effective.	\$32,000
Exercise equipment	Includes: flat & adjustable benches, dumbbells with rack; pull-up bars, medicine balls with rack, TRX suspension trainers with wall mounts, resistance bands, Plyo boxes, agility hurdles & ladders, circuit steps, and exercise mats	\$16,000
AV equipment	Hiring of certified instructors for CERT training and CPR/first aid instructors 40hrs @ 100.00	\$2,000
	TOTAL (cannot exceed \$100,000)	\$50,000.00

**EXHIBIT C
INSURANCE**

During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Additional Insured Provisions

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

11. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050, mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124-050 – 124.092) as if CONTRACTOR were a mandatory abuse reporter. If CONTRACTOR is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. CONTRACTOR shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.



ENCUMBRANCE FORM

SUPPLIER NO	ORIGINATING DEPT. NAME H3S	ENCUMBRANCE NUMBER
SUPPLIER NAME APANO Communities United Fund		BUDGET YEAR 2018-2019
ADDRESS		DATE 2/6/2019
	SPECIAL INSTRUCTIONS FY18-19 Encumber \$30,000. OHEA (SLO 12/17/18)	AGREEMENT NUMBER 9076

ENCUMBRANCE PURPOSE AND SCOPE	START DATE	END DATE	ENCUMBRANCE TOTAL
SPArC Tobacco-Free	12/11/2018	6/30/2019	\$30,000.00

PAYMENT INFORMATION:

Invoice # _____ Invoice Date: _____ Receiving # _____

Line Description	Encumbered Amount	CHARTFIELD DISTRIBUTION					
		Payment Amount	Fund	Dept	Program	Account	Project/Grant
	\$30,000.00		252	32160	08410	431900	40168
PAYMENT TOTAL:							

A/P VOUCHER # _____ INIT _____ Date _____

PAYMENT APPROVAL	CHECK HANDLING	DTD JOB COSTING
PREPARED BY: Jeanne Weber	<input type="checkbox"/> Mail	
DATE PREPARED: 2/6/2019	<input type="checkbox"/> Return to Dept.	
DEPT. APPROVAL:	<input type="checkbox"/> Attachment Mailed w/Check	
FINANCE REVIEW:		

SUPPLIER NAME
APANO Communities United Fund

February 21, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for Strategic Prevention Framework – Partnerships for Success funding to prevent the onset and reduce progression of underage drinking and substance abuse among youth aged 9-20 in Clackamas County through the
Substance Abuse and Mental Health Services Administration (SAMHSA)

Purpose/Outcomes	A five year grant to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. Focus is on the prevention of underage drinking, and up to two additional, data driven substance abuse priorities.
Dollar Amount and Fiscal Impact	\$1,500,000 (approximately \$300,000 per year through 2024) Catalogue of Federal Domestic Assistance (CFDA) #93.243 No County General Funds are involved and no match is required.
Funding Source	Substance Abuse and Mental Health Services Administration
Duration	October 1, 2019 through September 30, 2024
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook x 5677
Contract No.	N/A

BACKGROUND:

The Children, Family and Community Connections of the Health, Housing and Human Services Department requests the approval to apply for a grant from the Substance Abuse and Mental Health Services Administration to prevent underage drinking and other drug use among youth ages 9 – 20 years. The grant focuses on community-driven efforts to advance substance abuse prevention in Clackamas County.

The funding involved is federal (CFDA #93.243) and there is no match requirement.

RECOMMENDATION:

Staff recommends Board approval to apply and authorization for Richard Swift, H3S Director to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.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

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

Lead Department: H3S - Children, Family & Community Connections

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: SP-19-004

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Brian McCrady

Requestor Contact Information: bmccrady@clackamas.us (503) 650-5681

Department Fiscal Representative: Scott Vandecoevering

Program Name or Number (please specify): CFDA # 93.343

Brief Description of Project:

The purpose of this grant program is to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. The program is intended to address underage drinking among persons aged 9 to 20. At their discretion, recipients may also use grant funds to target up to two additional, data-driven substance abuse prevention priorities, such as the use of marijuana, cocaine, opioids, or methamphetamine by individuals ages 9 and above.

Name of Funding (Granting) Agency: Substance Abuse and Mental Health Services Administration

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

<https://www.samhsa.gov/>

OR

Application Packet Attached: Yes No

Completed By: Brian McCrady 02/07/2019
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 Other Funding Agency Award Notification Date: 08/01/2019

CFDA(s), if applicable: 93.243

Announcement Date: 01/30/2019 Announcement/Opportunity #: SP-19-004

Grant Category/Title: Strategic Prevention Framework -Partners For Success Max Award Value: \$1,500,000

Allows Indirect/Rate: _____ Match Requirement: None

Application Deadline: 03/29/2019 Other Deadlines: _____

Grant Start Date: 10/01/2019 Other Deadline Description: _____

Grant End Date: 09/30/2024

Completed By: Brian McCrady Program Income Requirement: None

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 and/or Division's Mission/Purpose/Goals?

Youth prevention of drugs and alcohol use are one of the core areas of work CFCC provides to the youth and families of Clackamas County. The purpose of the grant is to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. The priority in reducing underage drinking among persons 9-20, and target up to two additional, data driven substance abuse prevention priorities.

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

If awarded, this will be an effort that includes collaboration with several county agency partners, as well as non-profit organizations that serve Clackamas County. Given it's history providing prevention-based services to reduce the use of alcohol and drugs among adolescents, teens, and young adults, CFCC - prevention services division is ideally positioned to perform this work.

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

Objectives include:

1. Preventing the onset and reducing the progression of substance abuse;
2. Reducing substance abuse-related problems;
3. Strengthening prevention capacity/infrastructure at the community level;
4. Leveraging other funding streams and resources for prevention.

CFCC has many years of experience utilizing the Strategic Prevention Framework model to assess community needs using data and citizen feedback, build capacity and readiness in the areas identified for implementation of programming, develop a framework/model for change, implement the plan strategically, and evaluate the effectiveness of the interventions.

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

No, this award would increase capacity to provide intensive drug and alcohol prevention activities in underserved areas of Clackamas County. CFCC's current SPF-PFS funding comes through the state and will end September 30 - its focus is inner Milwaukie. This new funding would come directly from SAMHSA and will target rural youth populations.

Organizational Capacity:

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

Yes, staff responsible for leading the associated work are Oregon Certified Prevention Specialists and well qualified to accomplish the grant objectives.

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

Yes, CFCC currently partners with seven school districts in Clackamas County and several non-profit agencies to implement prevention efforts for middle and high school youth. We also partner with Clackamas County Public Health, Clackamas County Behavioral Health and Clackamas County Juvenile Department to prevent youth use of illegal substances.

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

If awarded, this grant could continue for five years. CFCC has prioritized youth drug and alcohol prevention for nearly 20 years and will continue to do so after the grant ends.

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

Collaboration

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

Listed above: CCPH, CCBH, CCJD

Reporting Requirements

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

Number of community prevention activities conducted; number of individuals participating in such activities; abstinence from substance use, and the extent to which National Outcome Measures including employment housing, criminal justice status, have improved in the community. An annual report will be submitted on progress received, barriers encountered, and efforts to overcome these barriers.

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

Youth use of alcohol and other drugs will be collected through the Oregon Student Wellness and Oregon Healthy Teens surveys. This survey collects data on 30 day use of alcohol, marijuana and opioids, how easy youth believe they can obtain these drugs, and perceived risk of harm and parent disapproval.

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

Fiscal reporting will occur monthly.

Fiscal

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

Yes, the grant will cover administrative costs and program staff with enough to implement community programming.

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

No.

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

N/A

4. 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?

Yes, a cost allocation rate will be charged to cover admin/indirect costs.

Program Approval:

Korene R. Mather

02/09/2019

Korene R. Mather

Name (Typed/Printed)

Date


Signature

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

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

CFCC will continue to look for local, state and federal funding to ensure project sustainability after the grant ends in five years.

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Rod Cook	2-11-19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Jeff Aldridge		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

DRAFT

Approval of Previous Business Meeting Minutes:
January 31, 2019

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, January 31, 2019 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader**

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the North Clackamas Parks & Recreation District for the next items.

I. NORTH CLACKAMAS PARKS & RECREATION DISTRICT PRESENTATION

1. Presentation on the Milwaukie Bay Park Final Design
Scott Archer and Heather Koch, North Clackamas Parks & Recreation District. Scott introduced Heather Koch, Project Manager for the NCPRD who presented the staff report along with a PowerPoint presentation.

~Board Discussion~

II. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CITIZEN COMMUNICATION

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

1. Gary Klein, Milwaukie – spoke in support of the Milwaukie Bay Park project. He thanked the Board and NCPRD for their work on this project.

~Board Discussion~

Chair Bernard announced the Board will Adjourn as the North Clackamas Parks & Recreation District and Reconvene as the Board of County Commissioners for the remainder of the meeting.

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – thanked Don Krupp for his work at Clackamas County and congratulated Gary Schmidt. He also spoke about the road system and transportation and solar panel issue.
2. Jeff Gudman, Lake Oswego – spoke in support of the 5 party Stafford IGA.

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Schrader: Second.

Chair Bernard mentioned item A.2 and wanted to thank AMR for their great work.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of the Section 108 Loan Pool Contract to the U.S. Department of Housing and Urban Development (HUD) – *Housing & Community Development*
2. Approval of a Contract Amendment with American Medical Response Northwest, Inc. for Ambulance Services – *Public Health*
3. Approval of a Professional Services Contract with Folk Time, Inc. for Peer Support Services for the Clackamas County Sheriff’s Office Behavioral Health Unit – *Procurement*
4. Approval of Professional Services Contract with NAMI Clackamas County for Peer Mental Health Education & Support - *Procurement*
5. Approval of Professional Services Contract with Stay Clean, Inc. for Peer Support Services – *Procurement*
6. Approval of a Contract with RoJoy, LLC for the Operations of the Mt. Hood Express Bus Service in the Mt. Hood Area – *Procurement*

B. Department of Transportation & Development

1. **Board Order No. 2019-05** Vacating a Portion of SE Laurie Avenue, County Road No. 2276 Right of Way

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the State of Oregon, Department of Corrections for Creation of an Application Program Interface

E. Human Resources

1. Approval of Contract with Origami Risk LLC. to Provide and Implement a Risk Management Information System - *Procurement*

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Grant Agreement with Special Districts Insurance Services (SDIS) for Safety and Security at the North Clackamas Aquatic Park

VI. DEVELOPMENT AGENCY

1. Approval of the License Agreement with Patrick Murphy and Dyan Murphy for Temporary Access to Accommodate Development of the CIAO Site
2. Approval of the First Amendment to the Disposition Agreement with Clackamas Crossing, LLC

VII. WATER ENVIRONMENT SERVICES

1. Approval of Contract with ADS LLC, to conduct flow metering within the sewer system for the County's monitoring stations - *Procurement*

The Board gave a special thanks to Don Krupp, County Administrator on his last day of work. Mr. Krupp is retiring as the Clackamas County Administrator after 5½ years of service.

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 7:00 PM

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



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL
CLERK

1710 Red Soils Ct. Ste. 100
OREGON CITY, OR 97045
503.722.6086

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 with Dial Temporary Help Services, Inc., dba Employers Overload for Payroll Services for Election Board Workers

Purpose/Outcomes	To extend payroll services for temporary election board workers.
Dollar Amount and Fiscal Impact	\$165,000, which is budgeted for within Elections and will be budgeted for into FY 19-20 as well.
Funding Source	Election Board budgeted line item, already approved for FY18-19
Duration	Cooperative Agreement through Washington County would last until March 31, 2020.
Previous Board Action	Approval was given to use the Cooperative Agreement during the BCC meeting of September 27, 2018.
Strategic Plan Alignment	1. Serves citizens with a more efficient election process. 2. Reduces costs and paperwork for Human Resources and Elections staff 3. Increases capacity for ballot processing
Contact Person	Andrew Jones, Elections Manager, 503-722-6089
Contract No.	Washington County contract #CA 18-0152

BACKGROUND:

Clackamas County Elections Division is seeking to extend our payroll solution for Election Board Workers (EBW's) that has worked very successfully this past year. EBWs are vital staff (80-150 individuals) that facilitate the conduct of vote-by-mail elections in Clackamas County. EBWs typically work a very short time period (1 day-3 weeks) during each election cycle (4-6 months), and their hours can vary greatly depending on voter turnout. The Elections Division will be responsible for all recruitment, onboarding, scheduling, and timesheet management for EBWs. Employers Overload will maintain EBWs on their active payroll available for Elections to schedule employees when necessary. The project cost should not exceed \$165,000 spanning the rest of FY18-19 and the FY 19-20 fiscal year with the exception of unforeseen special elections creating additional expenses.

PROCUREMENT PROCESS:

Procurement issued a Contract with Dial Temporary Help Services, Inc., dba Employers Overload based on cooperative contract language from the issuing agency of Washington County (State of Oregon) for RFP 2015.028P. This project advertised in accordance with ORS and LCRB Rules February 27, 2015. On September 18, 2018, Procurement issued a Contract based on the scope of work in RFP 2015-028P. Procurement staff was also able to determine that there were no QRF agency's that could provide similar staff for the election board.

County Counsel has reviewed and approved this contract.

RECOMMENDATION:

Staff recommends the Board approve the Amendment #1 to the original cooperative contract.

Respectfully submitted,

Sherry Hall
Clackamas County Clerk

Board of Property Tax Appeals
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8662
FAX 503.650.5687

Elections Division
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8510
FAX 503.655.8461

Recording Division
1710 Red Soils Court Ste 110
Oregon City, OR 97045
503.655.8551
FAX 503.650.5688

Records Management Division
1810 Red Soils Court, Ste 120
Oregon City, OR 97045
503.655.8323
FAX 503.655.8195

AMENDMENT #1

FOR THE CONTRACT DOCUMENTS WITH DIAL TEMPORARY HELP SERVICES, INC. DBA EMPLOYERS OVERLOAD FOR PAYROLL SERVICES FOR ELECTIONS

This Amendment #1 is entered into between Dial Temporary Help Services, Inc., dba Employers Overload (“Contractor”) and Clackamas County (“County”) and it shall become part of the Contract documents entered into between both parties on September 26, 2018 (“Contract”).

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

1. Article I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from March 31, 2019 to **March 31, 2020**. Washington County (State of Oregon) issued Contract Amendment #6, Contract No. CA 19-0077 to extend the contract termination date.

2. Article I, Section 3. **Consideration** is hereby amended as follows:
County is adding **\$100,000.00** in Compensation for payroll services during elections. The total Contract Compensation shall not exceed \$100,000.00.

Original Contract	\$ 65,000.00
<u>Amendment #1</u>	<u>\$ 100,000.00 + Time Extension</u>
Total Amended Contract	\$ 165,000.00

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

Dial Temporary Help Services, Inc.
Dba Employers Overload
12540 SE 69th Ave.
Portland OR 97223

Clackamas County

Authorized Signature

Chair

Name, Title

Recording Secretary

Date

Date

105156-17 DBC / Oregon
Oregon Business Registry Number

Approved as to form:

County Counsel

Date



February 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of two Intergovernmental Agreements with the State of Oregon
Related to Funding for a Future County Courthouse

Purpose/Outcome	Approval of two intergovernmental agreements with the State of Oregon related to funding for a future county courthouse.
Dollar Amount and Fiscal Impact	\$95.7 million in state funds towards the design and construction of a new County Courthouse
Funding Source	County staff anticipates that the future county courthouse will be funded using a combination of local funds in the form of either revenue from a voter-approved bond or from the County's general fund, and matching funds from the State of Oregon.
Duration	These agreements will expire upon closeout of the Courthouse project, which County staff anticipates will occur in Q1 of 2024.
Previous Board Action/Review	Policy Sessions: 2/14/17, 10/17/17, 6/26/18, 9/18/18, 1/29/19
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Ensure safe, healthy and secure communities
Contact Person	Laurel Butman, (503) 655-8893

Project Background

For over 20 years Clackamas County has been planning, building, and consolidating relevant services to the County owned Red Soils Campus in Oregon City to provide a cohesive integrated public service center for the public. A new Courthouse facility has been the center of that master plan since its inception.

The Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) provides a path to assist the County with realizing this piece of the master plan. The current 1937 Courthouse has served the County and the Fifth Judicial District well for the past 78 years but the facility is in a high seismic zone at the edge of the Willamette River and the soil is forecast to experience liquefaction and lateral spreading in a design base seismic event. Additionally, the Courthouse is severely lacking space for additional courtrooms and staff to meet current and future needs. The existing building is also lacking the recommended separation of circulation paths for staff, public, and prisoners. The courthouse remains functioning due to the efforts of the maintenance and facilities staff who work overtime to ensure the building stays operational. Unfortunately, this is a losing battle against age and space limitations.

Clackamas County's population is projected to grow by over 50% by the year 2050. The proposed courthouse conceptual plan, forecasted to 2030, identifies a need for 16 courtrooms. Projections to 2050 identify a high of 26 and a low of 18 courtrooms. Given the rate of judicial appointments and mutual goal of building a new fiscally responsible facility, the County and the Fifth Judicial District proposed 16 courtrooms in a new Courthouse facility of approximately 216,000 gross square feet as outlined in the Application for OCCIF submitted to the Oregon Judicial Department (OJD). This facility would hold all of the Fifth Judicial District Court Services including:

- 16 Courtrooms for Civil, Probate, Mental Health, Felony, Misdemeanor, Family Court, Juvenile Dependency, Treatment and associated support spaces
- Judicial Chambers for each courtroom
- Court Operations and Administration
- Grand Jury, Jury assembly and deliberation rooms
- Sallyport, holding and support spaces for the Sheriff Civil Division
- Secure parking for Judicial staff
- Secure loading dock and staging

The facility would also hold the Law Library as well as the administrative, felony, misdemeanor, victim assistance, and family support departments for the District Attorney of Clackamas County's office, which would be fully funded by the County.

The County has also identified space in the building for State co-location agencies. By providing co-location agency space, the County qualifies for 50% matching funds from the State (versus 25% without accommodating a co-location agency) for the capital construction costs of the Courts portion of the new Courthouse facility built on the Red Soils Campus. It is anticipated that the two co-location agencies will be the Oregon Office of Public Defense Services (OPDS) and the Department of Human Services (DHS). The selection of OPDS was based primarily on their role with the Courts and District Attorney's office. The selection of DHS was based not only on their role with the Courts and District Attorney's office, but also on their involvement with other departments on the Red Soils Campus.

The estimated project cost is \$230 million, of which \$191.4 million is eligible for state match funding of 50% or \$95.7 million. Given the size of the project and recommendation to stabilize the funding requests through the Association of Counties (AOC), the County will divide the matching fund request into three biennia:

- 2017-2019 \$1.2 million (planning)
- 2019-2021 \$31.5 million (design & preconstruction)
- 2021-2023 \$63.0 million (construction & furniture)

The Fiscal Year 2017-2019 funding request was approved and is being used for the current pre-planning efforts. The source of these funds is from the State General Fund. The Fiscal Year 2019-2021 request is currently included in the OJD budget request and has the endorsement of the Chief Justice as a Priority #2 project. This request will match fund the costs of the Architecture, Engineering (A/E) and pre-construction efforts. Phase III, in the 2021-2023 biennium is for the construction of the new Courthouse.

The County has an experienced in-house project management team that has completed the newer buildings on the campus since 2004 and has also completed central plant infrastructure that will serve the courthouse and other future campus buildings. The infrastructure includes a stub to the courthouse site that has fiber, data and telephone connections, and connection to the closed loop chilled and hot water system.

The new Courthouse project has the unanimous support of the County Commissioners, Presiding Judge, District Attorney, Trial Court Administrator, and the Sheriff and would finally move the courthouse from its precarious location at the Willamette River edge.

The Red Soils campus has two newer buildings, the Public Services Building (PSB, 2001) and the Development Services Building (DSB, 2007) which flank the courthouse site and established a palette of building and site materials. Each building has an individual architectural character, but complements the other and defines the plaza, which will be completed with the new Courthouse.

Funding Agreements

To memorialize the State's contribution towards the planning, design, and construction of the new Courthouse facility, County staff is recommending the Board enter into the two intergovernmental agreements attached to this report. The first agreement, identified as the Master Funding Agreement, contains provisions that will apply to both the State and the County throughout the duration of the entire project. The Master Funding Agreement establishes the overall scope of the project, the general schedule associated with planning, design and construction, and the amount of matching funds that the State anticipates providing over each phase of the project. The Master Funding Agreement contemplates that the State and the County will enter into three separate agreements, each of which will detail a separate phase of the project (Phase I – Planning, Phase 2 – Design and Initial Construction, and Phase 3 – Final Construction) and correspond to the funding requests that will be made in each biennial budget cycle.

The other agreement before the Board relates to Phase I of the project, and is the first of the three separate agreements mentioned above. Phase I of the project covers planning activities and establishes a State reimbursement to the County of up to \$1.2 million for qualifying costs. The Phase I Funding Agreement specifies those costs that will be eligible for reimbursement, and establishes benchmarks that define the successful completion of Phase I of the project.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached intergovernmental agreements with the State of Oregon related to funding for a future county courthouse.

Sincerely,

Laurel Butman
Acting Clackamas County Administrator

**CLACKAMAS COUNTY COURTHOUSE
MASTER FUNDING AGREEMENT**

THIS CLACKAMAS COUNTY COURTHOUSE MASTER FUNDING AGREEMENT (this “Agreement”) is made on February ____, 2019 (the “Effective Date”), by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (the “County”).

Project Summary and Contact Information

Project Title: Clackamas County Courthouse

County: Clackamas County

Estimated Project Completion Date: February 1, 2024

Anticipated State Funds:

Phase I:	\$ 1,200,000 – General Funds (Fall 2018)
Phase II:	\$31,500,000 – Article XI-Q bonds (Spring 2021)
Phase III:	\$63,000,000 – Article XI-Q bonds (Spring 2023)

County Contact: Gary Barth, Barth Consultants, LLC
Phone: (503) 754-2050
Email: gbarth@barthconsultants.com
Address: 10117 SE Sunnyside Road
Suite F703
Happy Valley, OR 97086

DAS Contact: Rhonda Nelson, Capital Finance Analyst
Phone: (503) 378-8927
Email: Rhonda.Nelson@oregon.gov
Address: 155 Cottage Street NE
Salem, OR 97301

OJD Contact: David T. Moon, Director
Business and Fiscal Services Division
Phone: (503) 986-5150
Email: David.T.Moon@ojd.state.or.us
Address: Supreme Court Building
1163 State Street
Salem, OR 97301-2563

Presiding Judge: The Honorable Kathie F. Steele
Phone: (503) 655-8670
Email: Kathie.F.Steele@ojd.state.or.us
Address: 807 Main St.
Oregon City, OR 97045

**Trial Court
Administrator:** Debbie Spradley
Phone: (503) 655-8670
Email: Debbie.D.Spradley@ojd.state.or.us
Address: 807 Main St.
Oregon City, OR 97045

State Project Monitor: Nick Larson
Construction Project Monitor
Oregon Judicial Department
Phone: (503) 986-5429
Email: Nicholas.C.Larson@state.or.us
Address: Supreme Court Building
1163 State Street
Salem, OR 97301-2563

Colocation Agency: Department of Human Services,
an agency of the State of Oregon

Colocation Contact: Glen Bason, Administrator
Office of Facilities Management
Phone: (503) 945-5817
Email: Glen.E.Bason@dhsosha.state.or.us
Address: 1410 Tandem Ave. NE
Salem, OR 97301

Colocation Agency: Office of Public Defense Services,
an agency of the State of Oregon

Colocation Contact: Eric J. Deitrick, General Counsel
Office of Public Defense Services
Phone: (503) 378-2750
Email: eric.j.deitrick@opds.state.or.us
Address: 1175 Court St. NE
Salem, OR 97301

Terms and Conditions

- 1. Effective Date and Term.** This Agreement is effective as of the Effective Date, such date being the last date all required signatures and approvals were obtained. The term of this Agreement shall be from the Effective Date through the date the parties fulfill their obligations under the final Funding Agreement, be it the Funding Agreement for Phase I, Phase II or Phase III, unless it is sooner terminated pursuant to the provisions of this Agreement.
- 2. Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, less all Exhibits; and attached Exhibit A (Red Soils Parcel and Project Parcel); Exhibit B (Initial Plans); Exhibit C (Courthouse Design Criteria); and Exhibit D (Form of Disbursement Request). The foregoing Exhibits are incorporated herein by this reference.
- 3. Definitions: General.** Capitalized terms used in this Agreement shall have the meanings defined for such terms in this Section 3, unless the context clearly requires otherwise.

 - (a)** “Act” means Article XI-Q of the Oregon Constitution; Or. Laws 2013, ch. 705; Or. Laws 2013, ch. 723; Or. Laws 2014, ch. 121; Or. Laws 2015, ch. 675; Or. Laws 2016, ch. 118; and any subsequent laws enacted by the Oregon Legislative Assembly that provide funding for, or relate to, the Project.
 - (b)** “Approved Amount” means the State’s Proportionate Share of any amount set forth in a Disbursement Request that the State Project Monitor determines represent Authorized Costs, pursuant to Section 12 below.
 - (c)** “Authorized Costs” means the County’s actual, reasonable and necessary capital costs relating to the Phase Work, as set forth more completely in Section 10 below and any Funding Agreement.
 - (d)** “Authorized State Costs” means the State’s Proportionate Share of the Authorized Costs.
 - (e)** “Chief Justice” means the Chief Justice of the Oregon Supreme Court.
 - (f)** “Code” means the Internal Revenue Code of 1986, as amended.
 - (g)** “Colocation Agency” means collectively the Department of Human Services, an agency of the State of Oregon, and the Office of Public Defense Services, an agency of the State of Oregon.
 - (h)** “Colocation Contact” means each of the Colocation Agency employees named in

the Project Summary and Contact Information above.

- (i)** “Colocation Lease” means the long-term lease agreement for the Colocation Premises that the Colocation Agency and the County anticipate entering into pursuant to a Funding Agreement, if any, for Phase III.
- (j)** “Colocation Premises” means that certain portion of the Project, as generally described in the Initial Plans, that will be the subject of the Colocation Lease.
- (k)** “County Default” means any of the occurrences set forth in Section 23 below.
- (l)** “Courthouse Design Criteria” means OJD’s “General Facilities Design Assessment Criteria” dated December 2007 and attached as Exhibit C.
- (m)** “Defeasance Costs” means the amount sufficient to defease the then-outstanding State Bonds and any costs necessary for such defeasance, plus any principal and interest payments the State has made or will make before the State Bonds are defeased.
- (n)** “Disbursement Request” means a request by the County for credit to the County Contribution and disbursement of State Funds, substantially in the form of Exhibit D.
- (o)** “Estimated Project Completion Date” means February 1, 2024.
- (p)** “Existing Courthouse” means the building located at 807 Main St., Oregon City, Oregon, in which the Clackamas County Circuit Court is located as of the Effective Date.
- (q)** “Fund” means the Oregon Courthouse Capital Construction and Improvement Fund.
- (r)** “Funding Agreement” means any agreement the parties may enter into under this Agreement, in order to memorialize their obligations and understandings regarding any specific Phase of the Project.
- (s)** “General Funds” means funds appropriated by the Oregon Legislative Assembly.
- (t)** “Initial Plans” means the plans for the Project as of the Effective Date, as described on Exhibit B.
- (u)** “Mediator” means the individual chosen by the parties to mediate a dispute between them pursuant to Section 7(e) below.
- (v)** “Misspent Funds” means any Project Financing spent by the County for any purpose other than paying for Authorized Costs, or otherwise in violation of this Agreement.
- (w)** “OJD Lease” means the long-term lease agreement for the OJD Premises that OJD and the County anticipate entering into pursuant to a Funding Agreement, if any, for Phase III.
- (x)** “OJD Premises” means that certain portion of the Project, as generally described in the Initial Plans, which will be the subject of the OJD Lease.
- (y)** “Phase” means Phase I, Phase II, or Phase III, as the context so requires.
- (z)** “Phase I” means the planning period for the Project.
- (aa)** “Phase II” means the design and initial construction period for the Project.
- (bb)** “Phase III” means the final construction period for the Project.
- (cc)** “Presiding Judge” means the Presiding Judge for the Clackamas County Circuit Court. The current Presiding Judge is named in the Project Summary and Contact Information above.

- (dd)** “Project” means the Clackamas County Courthouse to be constructed on the Project Parcel, in Oregon City, Clackamas County, Oregon, pursuant to this Agreement and, as applicable, the Act, as such Project is described in the Project Application and in the Initial Plans.
- (ee)** “Project Application” means that certain application for monies from the Fund to be used for the Project, submitted by the County to the Chief Justice on February 7, 2017.
- (ff)** “Project Budget” means the budget for the construction of the Project, as developed by the County and approved by the State pursuant to a Funding Agreement.
- (gg)** “Project Common Areas” means the areas of the Project, as generally described in the Initial Plans, that will be available for common use by the Project Occupants.
- (hh)** “Project Financing” means the total of the State Funds and the County Contribution.
- (ii)** “Project Occupants” means the County, OJD and the Colocation Agency and their respective employees, agents, tenants, contractors, guests and invitees.
- (jj)** “Project Parcel” means that certain real property that is a portion of a larger parcel commonly known as the Red Soils Property, as shown on Exhibit A, and any improvements constructed thereon pursuant to this Agreement.
- (kk)** “Project Plans and Specifications” means design development documents for the Project, as developed by the County and approved by the State pursuant to a Funding Agreement.
- (ll)** “Project Schedule” means the schedule for the construction of the Project, as developed by the County and approved by the State pursuant to a Funding Agreement.
- (mm)** “Project Work” means all work associated with the Project, for any Phase.
- (nn)** “Real Property Termination Interest” means an interest in the Project and the Project Parcel, or in other real property owned by the County and any improvements thereon, that the State may accept from the County in lieu of Defeasance Costs pursuant to Section 27(b) below.
- (oo)** “State Bonds” means any Oregon Constitution Article XI-Q general obligation bonds issued by the State for the Project; and any bonds or other obligations issued by the State to refinance the State Bonds.
- (pp)** “State Default” means any of the occurrences set forth in Section 25(a) below.
- (qq)** “State Leases” means the Colocation Lease and the OJD Lease.
- (rr)** “State Premises” means the Colocation Premises and the OJD Premises.
- (ss)** “State Project Monitor” means the individual named in the Project Summary and Contact Information above, an employee of OJD who will monitor and review the County’s Project activities and compliance with this Agreement as set forth herein.
- (tt)** “Trial Court Administrator” means the OJD employee named in the Project Summary and Contact Information above.
- (uu)** “Unspent Funds” means any amounts of the Project Financing that the County fails to spend during a specific Phase.

4. Definitions: Phase-Specific. The following capitalized terms used in this Agreement shall have Phase-specific meanings, to be set forth in any Funding Agreement.

- (a) “Benchmarks” means specific deliverables for a specific Phase relating to that Phase Work.
- (b) “County Contribution” means funding the County agrees to provide for all Authorized State Costs for a specific Phase.
- (c) “Phase Completion Date” means the date the parties anticipate that a specific Phase will be completed.
- (d) “Phase Work” means the Project Work associated with a specific Phase.
- (e) “State Funds” means the funding to be provided by the State for a specific Phase.
- (f) “State’s Proportionate Share” means the portion of the Authorized Costs that are applicable to the State Funds, representing that portion of a specific Phase that the State Premises bears to that specific Phase.

5. Recitals. The parties recite:

- (a) Pursuant to ORS 1.185 and 1.187, OJD operates the State of Oregon’s circuit courts, and the counties in the State of Oregon provide courthouse facilities for the circuit courts.
- (b) The Oregon Legislative Assembly, through the Act, has authorized the sale of Article XI-Q bonds to finance costs related to the acquisition of land for and construction of courthouses if:
 - (i) the Chief Justice determines significant structural defects of a courthouse threaten human health and safety, the construction of a new building is more cost-effective than remodeling or repairing the courthouse, and the replacement of the existing courthouse creates an opportunity for the colocation of other state offices in the courthouse; and
 - (ii) DAS approves the courthouse construction project for which the Article XI-Q bonds will be sold.
- (c) The Act also established the Fund, to hold monies to be used for courthouse construction projects.
- (d) On February 7, 2017, the County submitted the Project Application, which set forth the County’s need for the Project and basic Project information.
- (e) After the Effective Date, the County intends to submit an amended and updated version of the Project Application.
- (f) The parties anticipate that the Project will be developed and built in three Phases: Phase I (the Planning Phase); Phase II (the Design and Initial Construction Phase); and Phase III (the Final Construction Phase).
- (g) The State is contributing the State Funds as a portion of the consideration for the leasehold interest in the State Premises that the County will convey to OJD and the Colocation Agency pursuant to the State Leases.
- (h) The Project will be constructed on the Project Parcel and will be designed in accordance with the Initial Plans and the Courthouse Design Criteria, except as

specifically agreed by the parties.

(i) The parties anticipate that the State Funds for the Phases will be as follows:

	Phase I	Phase II	Phase III
Amount	\$ 1,200,000	\$31,500,000	\$63,000,000
Funding Source	General Funds	Article XI-Q bonds	Article XI-Q bonds
Estimated Timeline	Fall 2018	Spring 2021	Spring 2023

(j) Notwithstanding Section 5(g) above, the State has no obligation to contribute any State Funds to the Project except as specifically set forth in a Funding Agreement.

(k) The parties expect to execute the State Leases during Phase III, if they enter into a Funding Agreement for Phase III.

(l) The parties estimate that, if they enter into Funding Agreements for Phase I, Phase II and Phase III, the Project will be fully constructed on or before February 1, 2024 (the Estimated Project Completion Date).

(m) In the event State Funds for any Phase derive from General Funds rather than from State Bonds, certain provisions set forth below in this Agreement may not apply to those State Funds. In such event, the Funding Agreement for that specific Phase will set forth any particular provisions relating to such State Funds derived from General Funds.

6. Representations, Warranties and Covenants of the State and County.

(a) The State represents, warrants and covenants, as applicable, as follows:

(i) This Agreement has been duly authorized by the State and, subject to other terms and provisions contained in this Agreement, constitutes a valid and binding agreement of the State that is enforceable against the State in accordance with its terms.

(ii) Because of the State's anticipated contribution of State Funds, and the resulting leasehold interests for OJD and the Colocation Agency in the OJD Premises and the Colocation Premises, respectively, the State will collaborate and cooperate with the County, as an equal partner, regarding any and all matters relating to the Project.

(b) The County represents, warrants and covenants, as applicable, as follows:

(i) This Agreement has been duly authorized by the County and constitutes a valid and binding agreement of the County that is enforceable against the County in accordance with its terms.

(ii) Because of the State's anticipated contribution of State Funds, and the resulting leasehold interests for OJD and the Colocation Agency in the OJD Premises and the Colocation Premises, respectively, the County will collaborate and cooperate with the State, as an equal partner, regarding any and all matters relating to the Project.

(iii) As of the Effective Date, no litigation or claims (environmental or otherwise) are presently pending against the County regarding the Project Parcel

or the development, construction or use of the Project. The County shall promptly provide OJD with notice of any litigation or claims (environmental or otherwise) filed during the term of this Agreement against the County regarding the Project or the Project Parcel.

(iv) The County's current employees are not eligible for, and the County has not hired, contracted with or made any award to any of its current employees for, any work or materials directly connected to the Project. During the term of this Agreement, the County's then-current employees shall not be eligible for, and the County shall not hire, contract with or make any award to any of its then-current employees for, any work or materials that are directly connected to the Project. Notwithstanding the foregoing, the parties may identify in any Funding Agreement an individual employed by the County who may be eligible for any work or materials directly connected to the Project. The conditions under which the County may claim any work or materials directly connected to the Project by such an employee of the County as an Authorized Cost shall be set forth in the applicable Funding Agreement.

(v) The State will have no obligation to contribute any State Funds to the Project except as specifically set forth in a Funding Agreement.

7. Collaboration and Cooperation between Parties; Meetings and Documents; Resolution of Disputes

(a) **Generally.** All matters related to the Project will be subject to good-faith collaboration between the parties and, with regard to the Colocation Premises, the Colocation Agency. The parties shall use their best efforts to cooperate with each other and the Colocation Agency in order to accomplish the timely completion of the Project Work.

(b) **Meetings and Documents.** The County shall give OJD and the Colocation Agency advance notice of, and opportunity to participate in, any and all meetings (including telephone conferences) that will involve discussions of the Project. For the purposes of this Section 7(b), such notice to OJD shall be delivered to the Trial Court Administrator, and such notice to the Colocation Agency shall be delivered to the Colocation Contact, in accordance with the notice provisions of Section 34 below.

(c) **Resolutions of Disputes by the Parties.** In the event of a dispute under this Section 7, the parties shall attempt in good faith to resolve the dispute within fifteen (15) business days after one party gives notice to the other party of such dispute.

(d) **Resolution of Disputes by Chair of County Commissioners and Chief Justice.** If the parties do not timely resolve a dispute pursuant to Section 7(c) above, then the dispute shall be submitted to the Chair of the Clackamas County Board of Commissioners and the Chief Justice, or their respective designee, to be resolved within thirty (30) days after submission.

(e) **Resolution by Mediator.**

(i) If a dispute is not timely resolved pursuant to Section 7(d) above, then it may be resolved by the Mediator, who will be chosen by the parties as follows: within ten (10) business days after the expiration of the 30 –day period set forth in Section 7(d) above, the County shall deliver to the State a list of at least three (3)

independent and experienced mediators, and within ten (10) business days after such delivery, the State shall notify the County of its choice of the Mediator from said list. Notwithstanding the foregoing, if the County fails to timely deliver the list to the State, then the State's choice of a mediator shall be deemed the Mediator; and if the County does timely deliver the list to the State, and the State fails to timely respond, then the County's choice of a mediator will be deemed the Mediator.

(ii) Within ten (10) days after the selection of the Mediator pursuant to Section 7(e)(i) above, both parties shall submit position statements regarding the dispute to the Mediator; and within thirty (30) days after submission of the position statements, the Mediator shall issue a decision regarding the dispute.

(iii) The parties share equally share all costs and expenses of the Mediator.

8. Overview of Application of State Funds. As set forth in Sections 12 and 13 below, the State's monetary contribution for a specific Phase (i.e., the State Funds) will be fifty percent (50%) of a certain share (i.e., the State's Proportionate Share) of certain capital costs (i.e., the Authorized Costs), in an amount not to exceed the amount of the State Funds.

9. Overview of Application of Country Contribution. As set forth more fully in Sections 11 – 13 below, for any specific Phase:

(a) The County shall "deposit" the full amount of the County Contribution, either through the direct transfer of funds or the application of the value of the Project Parcel (if applicable).

(b) The full amount of the County Contribution must be "credited" to the County, through disbursements from the State for Authorized State Costs incurred by the County.

(c) For every Disbursement Request approved by the State Project Monitor, fifty (50%) shall be credited to the County Contribution, and fifty percent (50%) shall be reimbursed to the County and credited to the State Funds.

(d) Notwithstanding the amount of the County Contribution, the County shall pay for any and all costs of the Phase Work that exceed any amounts applied from the State Funds.

10. Authorized Costs.

(a) **Generally.** Authorized Costs are the County's actual, reasonable and necessary capital costs of the Phase Work, which are:

(i) authorized under the Act and the laws pertaining to tax-exempt bond financings;

(ii) permitted by generally accepted accounting principles, consistently applied, as established by the Governmental Accounting Standards Board, as reasonably interpreted by DAS, to be capitalized to an asset that is part of the Project; and

(iii) eligible for financing with obligations bearing interest that is excludable from gross income under the Code.

(b) **General Funds Exception.** If the State Funds for a specific Phase come from

General Funds instead of State Bonds, the limitations in Section 10(a)(i) and (iii) above shall not apply to Authorized Costs.

- (c) **Specific Inclusions.** Authorized Costs include, without limitation, the following:
- (i) capital costs related to the Phase Work;
 - (ii) costs of the State Project Monitor;
 - (iii) costs related to the Phase Work by project consultants for the County; and
 - (iv) time spent working on the Project by any employees of the County who may be identified in a Funding Agreement, provided that such time is charged to the Project on a time-spent basis, rather than as a percentage of such employee's total work for the County; that such charges do not include the County's overhead (but may include fringe benefits); and that such charges may be capitalized pursuant to Section 10(a)(ii) above.
- (d) **Specific Exclusions.** For the avoidance of doubt, Authorized Costs do not include internal costs charged to the Project by the County, except to the extent that those costs represent out-of-pocket payments to or for the benefit of unrelated parties.

11. County Contribution: Deposits.

(a) **Generally.** In order to receive credits toward the County Contribution pursuant to Section 12 below, and disbursements from the State Funds pursuant to Section 13 below, the County shall deposit with OJD the full amount of the County Contribution for the specific Phase, pursuant to the applicable Funding Agreement. The County shall deposit the County Contribution as a direct transfer of funds, pursuant to Section 11(b) below, or as a credit for the value of the Project Parcel as provided in ORS chapter 705 and in Section 11(c) below. The County may deposit the full amount of the County Contribution in one or more installments and using any combination of deposits allowed under Sections 11(b) and 11(c) below.

(b) **Direct Transfer of Funds.**

- (i) The County may transfer to OJD any amount of the County Contribution, in one or more installments.
- (ii) Within two (2) business days after OJD's receipt of any amount of the County Contribution transferred by the County, OJD shall transfer such amount into the County's account in the Local Government Investment Pool.
- (iii) Any and all funds that the County transfers to OJD pursuant to this Section 11(b) shall be "original" funds—in other words, the County shall not transfer the same funds to OJD more than once.

(c) **Value of Project Parcel.**

- (i) As of the Effective Date, the Act does not allow the County to apply the value of the Project Parcel as a deposit toward the County Contribution, because the Project Parcel, which has been owned by the County since 1930, was not purchased by the County as the site for the Project.
- (ii) If the Act is amended to allow the value of the Project Parcel as a deposit toward the County Contribution, and the County wishes to do so, the County shall submit the following documents to OJD within one hundred eighty (180) days

after the Effective Date, in accordance with the Act:

- (a) an appraisal that is satisfactory to OJD, in terms of content and timeliness, representing the current value of the Project Parcel; and
- (b) the sale documents representing the actual purchase price of the Project Parcel by the County.

Upon receipt of such documents, OJD shall apply the higher of the appraised value or the purchase price as a deposit to the County Contribution.

12. County Contribution: Credits.

(a) Generally. In order to receive credits toward the County Contribution, the County shall submit Disbursement Requests pursuant to this Section 12. The amounts that the County requests pursuant to Disbursements Requests shall be either:

- (i) to reimburse the County for payments that the County has previously made for Authorized State Costs of the Project; or
- (ii) for Authorized State Costs of the Project that the County has incurred and will pay to unrelated third parties no later than five (5) business days after OJD makes the disbursement, as set forth in Section 12(e) below.

(b) Credits Not to Exceed Deposits. The total credits to the County for the County Contribution may not at any time exceed the total amount that the County has deposited with OJD pursuant to Section 11 above.

(c) Form and Frequency of Disbursement Requests. The County shall submit Disbursement Requests to the State Project Monitor, in the form shown in Exhibit D. Disbursement Requests shall include clear reference to the Project and itemize and explain all expenses in sufficient detail to allow the State Project Monitor to determine whether such expenses represent Authorized Costs. The County shall submit Disbursement Requests to the State Project Monitor no more frequently than once every fourteen (14) days, and no less frequently than every one hundred twenty (120) days.

(d) Review. The State Project Monitor shall review each Disbursement Request to determine whether:

- (i) the Disbursement Request is in the form shown in Exhibit D and otherwise complies with Section 12(c) above; and
- (ii) the expenses set forth in the Disbursement Request represent Authorized Costs.

(e) Approved Amounts. For any amount set forth in a Disbursement Request that the State Project Monitor deems to be Authorized Costs pursuant to Section 12(d) above, then, after multiplying such amount by the State's Proportionate Share to establish the "Approved Amount":

- (i) fifty percent (50%) of the Approved Amount shall be credited toward the County Contribution; and
- (ii) fifty percent (50%) of the Approved Amount shall be disbursed to the County from the State Funds, pursuant to Section 13 below, and such amount shall be credited toward the State Funds.

- (f) Tracking Credits and Disbursements.** OJD shall keep current and accurate calculations of the credits to the County Contribution and the disbursements from the State Funds, pursuant to Section 12(e) above.
- (g) Disapproved Amounts.** If the State Project Monitor determines that any cost shown on a Disbursement Request is not an Authorized Cost, including whether it represented Misspent Funds, the State Project Monitor shall promptly notify the County of such determination, and none of the disapproved amount shall be credited toward the County Contribution or disbursed to the County from the State Funds. In the event the County reasonably objects to exclusion of any cost shown on a Disbursement Request, the parties will cooperate to resolve the objection as provided in Section 7 above.
- (h) Nonpayment for Work and Materials Accrued.** In the event of a disbursement of State Funds for an Approved Amount for work or materials already received or performed, the County shall, within five (5) business days, pay the supplier such Approved Amount. Any amounts that the County fails to promptly pay such supplier constitute Unspent Funds.
- (i) Retainage: Phase I.** OJD shall retain five percent (5%) of the Approved Amounts from the State Funds. This retainage shall not be disbursed to the County until the County has met the Benchmarks and has contributed the full amount of the County Contribution, and until any mechanics' and materialmen's liens filed against the Project or the Project Parcel have been discharged of record or bonded off.
- (j) Retainage: Phases II and III.** OJD shall retain five percent (5%) of the Approved Amounts from either the Phase II State Funds or the Phase III State Funds. This retainage shall be released to the County as follows:
- (i) Interim releases.** If the County represents in writing that any work on the Project paid as an Approved Amount in either Phase II or Phase III has been satisfactorily completed and that neither the Contractor nor any subcontractors or suppliers on the Project have any valid, unpaid claims or liens against the County, the State or the Project for such Phase Work, and the County provides the State with reasonable documentation substantiating the foregoing, then the State shall release such 5% retainage for the related Phase Work. Notwithstanding the foregoing, 1% of the State Funds associated with either the Phase II Work or the Phase III Work, as the case may be, will be held in retainage until the final release conditions set forth in Section 12(j)(ii) below are met.
 - (ii) Final release.** The retainage not released pursuant to Section 12(j)(i) above shall not be disbursed to the County until the County has met the Benchmarks set forth in the applicable Funding Agreement, has contributed the full amount of the applicable County Contribution, and any mechanics' and materialmen's liens filed against the Project or the Project Parcel have been discharged of record or bonded off.

13. Disbursement of State Funds.

- (a) Generally.** The disbursement of State Funds to the County pursuant to Section 12(e) above is subject to the provisions of this Section 13.
- (b) Maximum State Contribution.** Unless the amount of the State Funds under any Funding Agreement is increased after the effective date of that Funding Agreement, the

State's maximum monetary obligation for that Phase of the Project shall not exceed the State Funds. If the costs of a specific Phase of the Project exceed the Project Financing for that Phase, the County shall be responsible for all additional costs, and the County shall have no claim against the State for any amount that exceeds the amount of the State Funds for that Phase.

(c) Sufficient Appropriations. The disbursement of State Funds under Section 12(e) above, and of the Security Disbursement (as defined in and pursuant to Section 13(e) below), are contingent on OJD receiving sufficient appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly.

(d) Conditions Precedent. OJD's obligation to disburse the State Funds to the County for any Approved Amount is subject to satisfaction of each of the following conditions precedent, with respect to each disbursement:

- (i)** OJD has received sufficient expenditure authorizations to allow OJD, in the exercise of its reasonable administrative discretion, to make the disbursement.
- (ii)** No County Default has occurred and is continuing.
- (iii)** The County's representations and warranties set forth in Section 6 above are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

(e) Security Disbursement.

(i) The parties anticipate that, in addition to any State Funds, OJD will disburse to the County, during Phase III, a certain amount to be determined by OJD (the "Security Disbursement") from OJD's State Court Facilities Account, for expenditure by the County on certain security equipment for the Project. As a condition to disbursement of the Security Disbursement, the County shall submit invoices or other assurance acceptable to OJD that the Security Disbursement has been or will be spent only on security equipment for the OJD Premises.

(ii) The Security Disbursement is not part of the State Funds and shall not be credited towards the County Contribution. The County's spending of the Security Disbursement for purposes other than as set forth in this Section 13(e) shall constitute Misspent Funds, and the County's failure to spend the Security Disbursement shall constitute Unspent Funds.

14. Payment of State Project Monitor.

(a) The State Project Monitor shall charge his time to the Project on a time-spent basis, rather than as a percentage of the State Project Monitor's total work for OJD, and such charges do not include OJD's overhead (but may include fringe benefits). For each Phase, total costs incurred for the services of the State Project Monitor shall not exceed such amount that may be agreed on by the parties pursuant to a Funding Agreement. OJD shall deliver invoices to the County for the State Project Monitor's services, and the County shall pay the amount due to OJD within thirty (30) days after delivery thereof.

(b) The County shall then submit a Disbursement Request to the State pursuant to Section 12(c) above, and the amount paid thereon by the County shall be multiplied by the State's Proportionate Share treated as an Approved Amount, and:

- (i) fifty percent (50%) thereof shall be credited toward the County Contribution; and
- (ii) fifty percent (50%) thereof shall be disbursed to the County from the State Funds, pursuant to Section 13 above, and such amount shall be credited toward the State Funds.

15. Project Work.

(a) The County shall undertake the Project Work in accordance with Oregon law and for the purposes described in the Act and this Agreement, including but not limited to the following:

- (i) in accordance with OAR 330-135-0010 through 330-135-0055, pertaining to expenditures for solar technology, as applicable to the Project. The County shall provide OJD with copies of all reports required by OAR 330-135-0055 as applicable to the Project and as required by the Oregon Department of Energy; and
- (ii) all statutes and administrative rules relating to Public Works, if the Project is a Public Works as defined in ORS 279C.800(6).

(b) The County shall contract with competent professionals for all Project Work, and shall require all such professionals to possess and maintain all licenses, registrations, insurance, and bonds required by Oregon law.

(c) The County shall be responsible for organizing, advertising and obtaining bids for all aspects of the Project Work in accordance with applicable sections of Oregon Revised Statutes Chapters 279A, 279B, and 279C, other applicable law and local contracting procedures; and in compliance with Oregon Laws 2014, chapter 66 (HB 4111). The County shall document all solicitations, selection and award processes used for contracting the Project Work.

(d) The County shall be responsible for awarding and managing all contracts and property acquisitions necessary to complete the Project Work in accordance with the Project Application and the Initial Plans.

(e) All subagreements that the County may enter into which are funded wholly or in part with Project Financing shall be subcontractual in nature, with the other party engaged in the role of a contractor. The County shall actively administer all subcontracts with contractors to ensure that the terms of the subcontract are consistent with the terms of this Agreement to ensure compliance with the terms of the subcontract, and to ensure the contractor's support for the intended purposes of this Agreement and the Act.

(f) The Project Work shall be performed in compliance with all applicable federal, state and local laws and ordinances.

(g) Neither execution of this Agreement nor approval of the Project Plans and Specifications by OJD or DAS shall be construed as a representation or warranty by the State that the Project Plans and Specifications are in compliance with any building or other code or other applicable governmental requirements.

(h) The State and the Colocation Agency and their employees, agents and representatives (including, without limitation, the State Project Monitor, the Presiding Judge, the Trial Court Administrator and the Colocation Contact) shall have access to the

Project, the Project Parcel and Project documentation and records at all times throughout the term of this Agreement, and as otherwise required under this Agreement, to inspect the work, operation and accounting records related to the Project.

(i) The County shall promptly provide notice to OJD of any credible evidence that a principal, employee, agent, contractor, subcontractor, supplier or other person has submitted a false claim under the False Claims Act, ORS 180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving the Project Financing.

(j) During the term of this Agreement, the County shall, promptly upon request, deliver to the State Project Monitor any requested information relating to the Project Work, in sufficient detail to enable the State Project Monitor to determine whether the Project Work is proceeding in a timely fashion.

(k) The County shall pay when due all claims for work performed on the Project Work by or through County for services rendered or materials furnished to the Project, and shall keep the Project and the Project Parcel free from any liens arising by or through the County. If any such lien shall at any time be filed against the Project or the Project Parcel, or any portion thereof, the County shall cause the same to be discharged of record or bonded off, as permitted by statute, within thirty (30) days after the County's receipt of notice of same.

(l) The Project will not be enrolled in the State Energy Efficiency Design (SEED) program.

16. Funding Agreements. In order to memorialize the State's contribution of State Funds for Phases of the Project, and the parties' other obligations and understandings regarding those Phases, the parties shall enter into Funding Agreements.

17. Terms and Conditions of Leases.

(a) **Generally.** In the event the parties enter into the Phase III Funding Agreement, then during Phase III the parties shall finalize and enter into the OJD Lease, and the County shall enter into the Colocation Lease, in accordance with the provisions of this Section 17.

(b) **Lease Terms.** The State Leases shall contain the following general terms and conditions:

(i) The initial term of the State Leases shall last until the State Bonds mature or full payment of the Defeasance Costs of the State Bonds, whichever occurs first.

(ii) During the initial term of the State Leases, OJD and the Colocation Agency shall not pay any rent to the County.

(iii) OJD and the Colocation Agency may each extend the initial term of the State Leases, at a monthly fair market rent.

(iv) OJD and the Colocation Agency shall, at their own expense, provide consumables (e.g., toilet paper, paper towels, etc.).

(v) The County shall, at its own expense, maintain, repair and replace the

State Premises.

(vi) The County shall provide, at its own expense, all utilities and services, including janitorial services, to the State Premises.

(vii) During the term of the State Leases, in the event any portion of the Project outside of the State Premises becomes available for rent, OJD or the Colocation Agency can rent such portion from the County at fair market value.

18. Misspent Funds and Unspent Funds.

(a) **Notice.** If the State Project Monitor determines that there are Misspent Funds or Unspent Funds by the County, including pursuant to Section 12(g) or 12(h) above, the State Project Monitor shall provide notice to the County describing the amount and nature of such Misspent Funds or Unspent Funds.

(b) **Cure.** Within thirty (30) days after receipt of the notice described in Section 18(a) above, or such longer period as the State Project Monitor may (but is not obligated to) approve at the County's request:

(i) with regard to Misspent Funds: the County shall pay OJD the amount of the Misspent Funds, and OJD shall reverse the credits to the County Contribution and the State Funds for such amounts.

(ii) with regard to Unspent Funds, the County shall provide evidence satisfactory to the State Project Monitor that the County has spent the Unspent Funds for Authorized Costs.

A failure by the County to cure the Misspent Funds or the Unspent Funds pursuant to this Section 18(b) shall constitute a County Default.

(c) **Resolution.** If the County disputes a determination made by the State Project Monitor under this Section 18, the County may utilize the dispute resolution procedures in Section 7 above to assist in resolving the dispute. Notwithstanding Section 18(b) above, during the period in which the State and the County are pursuing resolution of the dispute pursuant to Section 7 above, failure by the County to cure the Misspent Funds or the Unspent Funds shall not constitute a County Default.

19. Taxes and Assessments; Utilities. During the Project Work, the County shall pay all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or the Project Parcel. If any governmental charges may lawfully be paid in installments over a period of years, the County may pay those charges in installments. The County may contest in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner, so long as the contest does not subject any portion of the Project or the Project Parcel to loss or forfeiture.

20. Tax Covenants. The following covenants by the County apply to any State Funds that arise from State Bonds:

(a) **Generally.** The County covenants for the benefit of the State and the owners of the State Bonds that it shall comply with all provisions of the Code which are required for interest on the State Bonds to be excluded from gross income for federal taxation

purposes. In determining what actions are required to comply, the County may rely on an opinion of the State's bond counsel.

(b) Specific Covenants. The County makes the following specific covenants with respect to the Code:

(i) The County shall not take any action or omit any action that would cause the State Bonds to become "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

(ii) The County shall, at the request of DAS, cooperate with DAS to provide information DAS may need to compute any arbitrage rebate payments which may be due from DAS in connection with the State Bonds.

21. County Not a State Officer, Employee or Agent. The County is not an "officer," "employee" or "agent" of the State, as those terms are used in ORS 30.265.

22. Insurance. Upon the commencement of any Project work upon the Project Parcel, and through the remainder of the term of this Agreement, the County shall maintain in full force and effect throughout the entire term of this Agreement, property insurance for the perils of all risks of direct physical loss or damage including earthquake and flood covering the Project and the Project Parcel in an amount at least equal to the amount of the Project Financing. Insurance proceeds from an insured loss affecting the Project or the Project Parcel shall be exclusively used by the County to rebuild, repair and restore the Project and the Project Parcel in a manner consistent with the terms of this Agreement. The County shall consult with OJD regarding the plans for rebuilding, repairing and restoring the Project and the Project Parcel and such plans shall be subject to OJD's approval, which shall not be unreasonably withheld. OJD shall be provided notice of any cancellation or material modification to the policy at least thirty (30) days prior to the effective date of such cancellation or change. A properly executed certificate of insurance shall be provided to OJD on or before the Effective Date, and thereafter at least thirty (30) days prior to the effective date of any renewal or replacement policy. The policy shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. The policy shall be written by an insurance company that meets or exceeds an A VII rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A VII. Notwithstanding the foregoing, the County may satisfy its insurance obligations through its existing self-insurance program, provided that the Project Parcel shall be insured at the same level, and under the same conditions, as if the above insurance had been procured. The County's self-insured deductible shall not exceed \$100,000 each loss, except the earthquake and flood deductible shall not exceed five percent (5%) of each loss or \$100,000, whichever is more, without prior consent of OJD.

23. County Default. Any of the following shall constitute a County Default:

(a) The County fails to meet the Benchmarks on or before the Completion Date.

(b) The County fails to perform, observe or discharge any of its other duties or obligations under this Agreement (except for curing Misspent Funds or Unspent Funds as set forth in Section 23(c) below) within thirty (30) days after notice from the State

specifying the nature of the failure with reasonable particularity; or, if such failure cannot reasonably be completely remedied within such 30-day period, then within such longer times as the failure can reasonably be remedied, in the State's reasonable discretion and as set forth in the notice to the County.

(c) The County fails to cure any Misspent Funds or Unspent Funds as required by Section 18(b) above.

(d) Any representation or statement made by the County in this Agreement or in any document or report relied upon by the State or the State Project Monitor, as the case may be, to approve a Disbursement Request, monitor the Project as provided herein or disburse Project Financing, is untrue in any material respect when made.

(e) The County declares itself or is adjudicated insolvent or bankrupt, applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial part of its assets, or a proceeding or case is commenced, without the application or consent of the County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of the County; or (2) the appointment of a trustee, receiver, custodian, liquidator or the like for the County or of all or any substantial part of its assets.

24. State's Remedies for County Default. Upon a County Default, the State, may, at its option, pursue any or all of the remedies available under this Agreement and at law or in equity, including but not limited to:

(a) ceasing disbursement of State Funds;

(b) terminating this Agreement and/or any applicable Funding Agreement;

(c) recovering from the County any State Funds disbursed to the County from General Funds, or the Defeasance Costs for any State Funds disbursed to the County from State Bonds, within sixty (60) days after the termination;

(d) bringing an action at law to recover damages incurred as a result of the County Default, in order to recover all State Funds disbursed to the County hereunder, with interest thereon; and

(e) seeking any equitable remedies, including specific performance, which may be available to the State.

25. State Default and County's Remedies for State Default.

(a) **Default by State.** Any of the following shall constitute a State Default:

(i) The State fails to pay the County any amount as required by any applicable Funding Agreement, and OJD fails to cure such failure within thirty (30) days after the County's notice or such longer period as the County may specify in such notice; or

(ii) The State commits any material breach or default of any covenant, warranty or obligation under this Agreement other than one described in Section 25(a)(i) above, and such breach or default is not cured within thirty (30) days after the County's notice or such longer period as the County may specify in such notice.

- (b) County's Remedies for State Default.** In the event of a State Default, the County may, at its option:
- (i)** terminate this Agreement and/or any applicable Funding Agreement;
 - (ii)** bring an action at law to recover damages incurred as a result of the State Default;
 - (iii)** bring an action at law in order to recover all County Contributions hereunder, with interest thereon; and
 - (iv)** pursue any or all of the remedies available to it under this Agreement and at law or in equity.

26. Termination by State or County.

- (a)** In the event OJD fails to receive sufficient appropriations, expenditure limitations and other state authorizations to permit OJD in the reasonable exercise of its administrative discretion to continue making payments under this Agreement, OJD may immediately terminate this Agreement without penalty or liability, effective upon the delivery of notice to the County.
- (b)** In the event the County fails to receive sufficient appropriations, expenditure limitations and other authorizations to permit the County in the reasonable exercise of its administrative discretion to continue making payments under this Agreement, the County may immediately terminate this Agreement without penalty or liability, effective upon the delivery of notice to the State, except that in such event the Defeasance Costs for any State Funds disbursed to the County from State Bonds, within sixty (60) days after the termination.

27. Defeasance Costs.

- (a) Generally.**
- (i)** The County has no obligation to pay Defeasance Costs except where specifically provided for in this Agreement.
 - (ii)** Upon the request of the County, the State shall promptly provide to the County a calculation of the Defeasance Costs as of a specific date.
 - (iii)** In the event the amount of Defeasance Costs paid by the County hereunder exceeds the State's actual Defeasance Costs, the State shall refund the excess to the County within thirty (30) days after the defeasance is accomplished. If the amount of Defeasance Costs paid by the County to the State is less than the State's actual Defeasance Costs, the State shall so notify the County and the County shall pay the deficiency to the State within thirty (30) days after the State notifies the County.
- (b) Real Property Termination Interest.** If the County, in its reasonable discretion, is not able to directly pay the State the Defeasance Costs or any portion thereof as maybe required herein, the County may convey to the State a Real Property Termination Interest in accordance with this Section 27(b). The proposed Real Property Termination Interest that the County proposes to convey shall be equal to or greater than the unpaid Defeasance Costs, and must be acceptable to the State, in the State's sole discretion. The County shall provide to the State any documentation requested by the State to

substantiate the value of the Real Property Termination Interest or to otherwise affirm the condition of the Real Property Termination Interest.

28. Parties' Contribution for Third Party Claims; Indemnification.

(a) Generally. If any third party makes any tort claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a party (the "Notified Party") with respect to which the other party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party of the Third Party Claim and deliver to the Other Party, along with the notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section 28, and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing, are conditions precedent to the Other Party's contribution obligation under this Section 28 with respect to the Third Party Claim.

(b) State Contribution. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

(c) County Contribution. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

(d) All Other Claims. For any other claim, suit, class action suit, or proceeding alleging discriminatory, unconstitutional, or otherwise unlawful conduct with respect to either party's acts or refusal to act under this Agreement, each party shall indemnify and defend the other, and their elected officials, officers, employees, and other agencies from and against all claims, suits, actions, losses, damages, liability, costs and expenses of any nature whatsoever arising out of or relating to their acts or omissions or the acts or omissions of their elected officials, officers, employees, subcontractors or agents under this Agreement.

29. Independent Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties. Any agreement entered into by the County relating to the Project is not an obligation of the State. The County shall not represent that it has the power or authority to obligate the State.

30. No Third-Party Beneficiaries. DAS, OJD and the 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. Notwithstanding the foregoing, the State Project Monitor has all of the rights as set forth in this Agreement.

31. Subcontracts, Successors and Assignments. The County's entry into any subcontracts for any portion of the Project shall not relieve the County of any of its duties or obligations under this Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors and permitted assigns, if any.

32. Compliance with Applicable Law.

(a) The County shall comply with all applicable federal, state and local laws, rules, regulations, executive orders, ordinances or orders applicable to this Agreement and the Project. Without limiting the generality of the foregoing, the County expressly agrees to comply with the following, and all regulations and administrative rules established pursuant thereto:

- (i)** Workers' Compensation Laws (ORS Chapter 656);
- (ii)** Wages, Hours and Records Laws (ORS Chapter 652);
- (iii)** Conditions of Employment Laws (ORS Chapter 653);
- (iv)** Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657);
- (v)** Titles VI and VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;
- (vi)** Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- (vii)** the Americans with Disabilities Act of 1990, as amended;

- (viii) the Health Insurance Portability and Accountability Act of 1996;
 - (ix) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
 - (x) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - (xi) Discrimination against disabled persons (ORS 659A.142);
 - (xii) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse;
 - (xiii) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (xiv) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-34), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (xv) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (xvi) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
 - (xvii) the requirements of any other nondiscrimination statute(s) which may apply to the application; and
 - (xviii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations not set forth in this Section 32(a).
- (b) The County shall ensure that any architectural or engineering services contract, construction or CM/GC contract and all of the first-tier subcontracts for Project Work or materials resulting from this Agreement shall include the terms of this Section 32. The County shall make reasonable efforts to ensure that all contractors performing Project work or providing materials under contracts resulting from this Agreement shall comply with the terms of this Section 32.

33. Records Maintenance; Review and Audit.

- (a) The County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, consistently applied. 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 acknowledges and agrees that DAS, OJD, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of County that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts, for the period of time set forth in Section 33(c) below.
- (b) Upon request, the County shall promptly provide the State with any other such information regarding the Project as the State may require.
- (c) The County shall retain and keep accessible all such financial records, books,

documents, papers, plans, records of shipments and payments and writings until the later of six (6) years after the completion of the Project Work, or the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

34. Notice.

(a) Generally. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 34(b) below to the address of the parties or the State Project Monitor, as set forth in the Project Summary and Contact Information above, unless a party or the State Project Monitor modifies its address by notice to the other parties and the State Project Monitor, as applicable. The phone numbers listed in the Project Summary and Contact Information are for convenience only, and any information delivered by phone to a party or the State Project Monitor shall not constitute notice under this Agreement.

(b) Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email	the day sent (unless sent after 5:00 p.m., P.T., in which case the email shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt, or three (3) days after the mailing date if delivery is refused
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Friday, Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

35. Severability; Waiver.

(a) Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. 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.

(b) Waiver. The failure by a party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

36. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between 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. In no event shall this Section 36 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim, action suit or proceeding or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

37. Entire Agreement; Amendments.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof, except that this Agreement is intended to be interpreted consistent with any separate Funding Agreements entered into between the parties regarding the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

(b) Amendments. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind a party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

38. Time is of the Essence. Time is of the essence in the performance of the terms of this Agreement.

39. Survival. All provisions of this Agreement set forth under the following Section headings shall survive expiration or termination of this Agreement:

- (a)** 15 – Project Work;
- (b)** 20 – Tax Covenants;
- (c)** 23 – County Default;
- (d)** 24 – State’s Remedies for County Default;
- (e)** 25 – State Default and County’s Remedies for State Default;
- (f)** 27 – Defeasance Costs
- (g)** 28 – Parties’ Contribution for Third-Party Claims; Indemnification;
- (h)** 30 – No Third-Party Beneficiaries;
- (i)** 31 – Subcontracts, Successors and Assignments;
- (j)** 33 – Records Maintenance; Review and Audit;
- (k)** 35 – Severability; Waiver;
- (l)** 36 – Governing Law; Venue; Consent to Jurisdiction; and
- (m)** Any other provision of this Agreement that by its terms is intended to survive.

[remainder of page intentionally left blank]

The State and the County, by execution of this Agreement, each hereby acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

*Approved as to Legal Sufficiency for the
State:*

By: _____
Shelby E. Robinson, Assistant Attorney General

*Approved as to all provisions relating to the Department of Human Services, as
Colocation Agency hereunder:*

**The State of Oregon,
acting by and through the Department of Human Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

*Approved as to all provisions relating to the Office of Public Defense Services, as
Colocation Agency hereunder:*

**The State of Oregon,
acting by and through the Office of Public Defense Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

Clackamas County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Reviewed for the County:

_____, COUNTY ATTORNEY
FOR CLACKAMAS COUNTY, OREGON

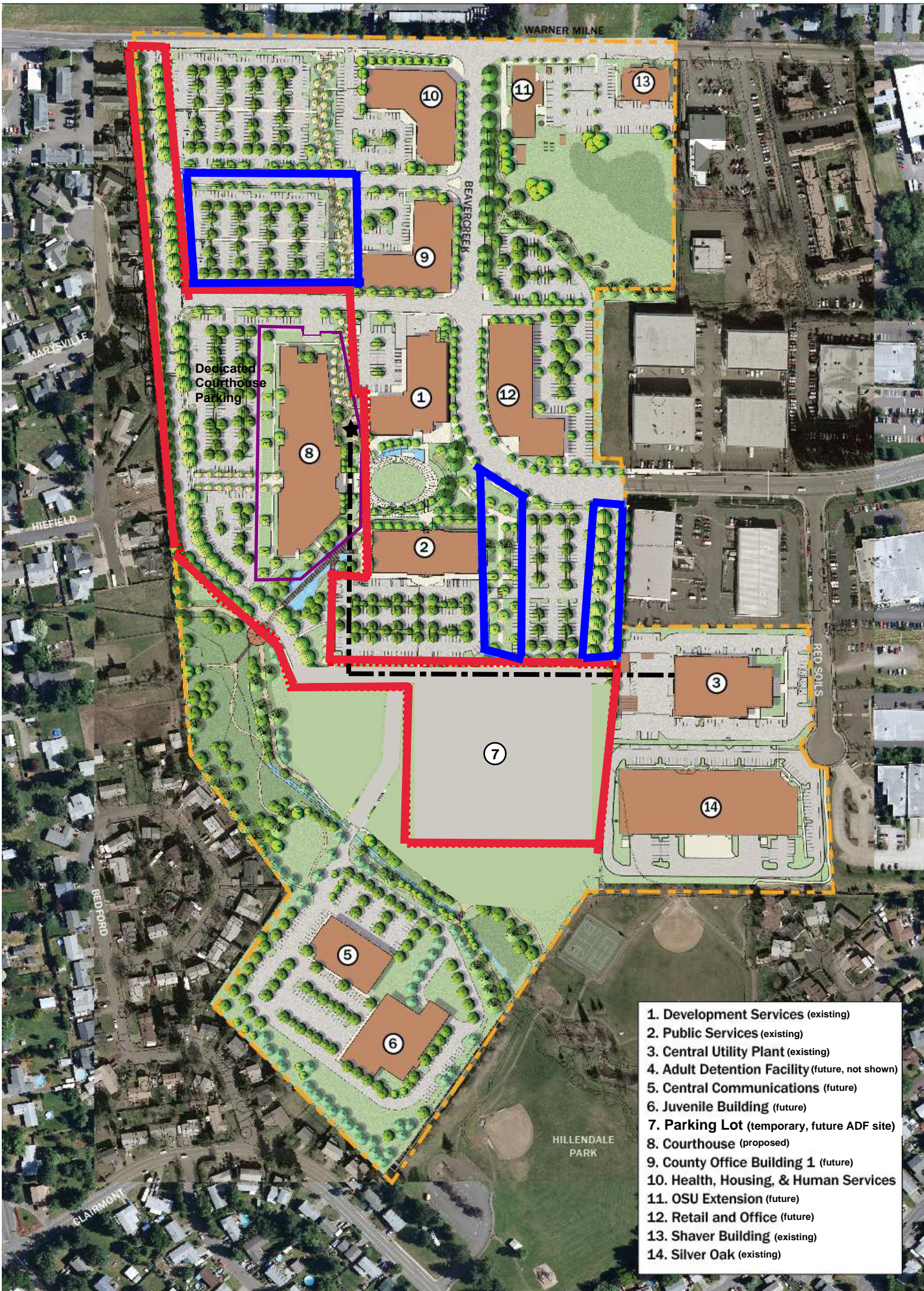
By: _____
_____, Assistant County Counsel

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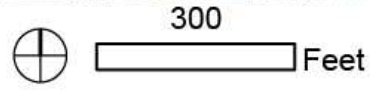


PROJECT PARCEL

POTENTIAL ADDITIONAL PROJECT PARCEL AREA



- 1. Development Services (existing)
- 2. Public Services (existing)
- 3. Central Utility Plant (existing)
- 4. Adult Detention Facility (future, not shown)
- 5. Central Communications (future)
- 6. Juvenile Building (future)
- 7. Parking Lot (temporary, future ADF site)
- 8. Courthouse (proposed)
- 9. County Office Building 1 (future)
- 10. Health, Housing, & Human Services
- 11. OSU Extension (future)
- 12. Retail and Office (future)
- 13. Shaver Building (existing)
- 14. Silver Oak (existing)



1.00 Public Facilities & Building Support Spaces									
	Staff			Area		notes			
	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity		2050 unit area	2050 subtotal	
1.1 Main Entrance and Lobby									
Building Entrance Vestibule					2	250	500		Energy code req'd into main lobby, could be combined with screening station
Security Public Queuing					2	270	540		Space for 30 people at 9 sft/person. Wide & shallow space.
Security Screening Station					2	180	360		2 magnetometers, one at west and east entrance
Screening Staff Work Room					1	120	120		
Screening Staff Break/Locker Room					1	300	300		provide 8-10 half height lockers, break time food storage/prep
Staff Entry Screening Station					1	150	150		1 magnetometer. Also use for delivery screenings, CCSO entry.
Staff Entry Queuing					1	100	100		
Facility Security Officer (FSCO) Public Desk					1	150	150		Space for 2 people and security monitoring equipment.
Main Lobby					1	1,500	1,500		Include stand-up stations for completion of forms, seating
Information Desk					1	200	200		Room with bullet-proof glass. Accommodate 2 staff.
Information Kiosk/Monitors					1	-	-		in Main Lobby and on upper floors.
Total FTE/Net Square Footage Total							3,920		
Circulation Factor							5%	196	
Departmental Gross Square Footage Total							4,116		
1.2 Building Amenities and General Support									
Restrooms									
Public Restrooms					8	280	2,240		Quantity based on two per floor, four floors. No doors preferred.
Family Restrooms (individual stall)					4	64	256		One per floor
Lactation Room-jury use					1	100	100		One per floor, placed with ability to be accessed by all jury members
Lactation Room-public use					1	100	100		Placed near 'Court Care'
Lactation & Wellness Room-staff use					2	120	240		Lactation & wellness, 1/per 75 employees per ORS-839-020-0051

1.00 Public Facilities & Building Support Spaces										
Staff Elevator Machine Room					1	100	100			
Service Elevator					1	120	120			Includes vestibule
Service Elevator Machine Room					1	100	100			
In-Custody Elevators					2	100	200			Assumes that central holding and distribution is stacked vertically. Size for gurney.
In-Custody Elevator Machine Room					2	200	400			
In-Custody Stair					1	260	260			Assumes that central holding and distribution is stacked vertically
Courts Staff Secure Stair					2	260	520			As needed for exiting, allows secure stair travel in lieu of elevator
Public Stair					2	260	520			As needed for exiting
Data/Network Support Areas										
Telcom Entrance Facility					1	200	200			
Main Distribution Frame (MDF)					1	700	700			Needs independent and backup 24/7 cooling
Floor Intermediate Distribution Frame (IDF) Room					4	200	800			One Per floor. County requires them stacked vertically and horizontally, entering electrical from hallway, accessing IDF through electrical room
Courts Server Room					1	400	400			
Courts Floor IDF Room					4	200	800			
Electrical Support Areas										
Floor Electrical Room					4	250	1,000			One Per floor. See Floor IDF Room
Generator					1	600	600			Needs to be placed by exterior wall for intake and exhaust
Green Power Inverter					1	36	36			Needs ventilation, can be located on rooftop/penthouse area or basement
Media Areas										
Central Switching Room					1	200	200			
Gear room for information monitors/kiosk					1	150	150			Evaluate size/location for future courthouse expansion.
Primary Mechanical										
Central Utility Plant (CUP) Connection					1	900	900			
AHU Shafts					2	100	200			Stacked vertically, do place near elec or IDF rooms or near conference spaces
Plumbing Support Areas										
Fire Control Center					1	100	100			Will also need annunciator panel visible from an entry door
Rainwater Storage Tank + Pumps					1	3,000	3,000			Could be divided in half to serve landscaping on both sides of the building, targeting 20,000 cubic feet total-similar to system at DSB Facility
Total FTE/Net Square Footage Total	0	0	0%			12,206				
Circulation Factor						1,831				
Departmental Gross Square Footage Total						14,037				

2.00 Courtroom and Ancillary Support - Collapsible Chambers	Staff				Area		Oregon Facilities Criteria 2007	California Trial Court Std.	Utah Judicial Facility Design Std.	Notes
	2015 total	2020 proposed additional staff	2020 proposed staff total	full or part time	or enclosed office quantity	2020 unit area				
2.1 Civil Criminal Circuit Courtrooms and Ancillary Support										
Courtrooms										
Large Civil Criminal Courtroom					1	2,400	2,200 - 2,400	2,200 - 2,400	2,400 - 2,600	16-person jury box, gallery for 80, dedicated jury deliberation
Standard Civil Criminal courtroom					8	11,800	1,500 - 1,800	1,600 - 1,800	16-person jury box, gallery for 40, dedicated jury deliberation	
Large Family Courtroom					3	2,100	1,100 - 1,200	1,100 - 1,200	No jury box, gallery for 60	
Remote Court Observational Testimony					3	1,100			No jury box, gallery for 30	
Standard Family Courtroom					3	1,400	1,300 - 1,350		No jury box, gallery for 30	
Remote Court Observational Testimony					3	300			Dedicated to Family Courts secure area. Confirm size.	
Child Waiting Area					4	420			No jury box, gallery for 60 (1,400 sq ft min.)	
Treatment Court					1	1,400	2,400			
Courtroom Ancillary Spaces										
Attorney/Client Conference Rooms					26	350	1,600		130	One for each courtroom
Witness Waiting Room					16	350	1,600		120	One for each courtroom
Small Lock Vestibules at entry to Courtroom					38	64	3,024		80	One for each courtroom
Small ADA Access Ramp					16	300	3,600		*	One of each courtroom type.
Jury Deliberation										
Jury Deliberation Room					12	350	4,200	300 (incl. restroom and refreshment area)	300 (incl. restroom & vestibule)	Can share 34 courtrooms, provide acoustic/teckable panels and window coverings
Jury Restroom					12	54	756	60	80	Unisex restroom.
Jury Lactation Room										Shown in Public & Building Support Program
Sound-Lock Vestibules					12	64	768	64	80	Shown in Public & Building Support Program
A/V Equipment					32	35	1,120	*	35	Shown in Public & Building Support Program
Chairs and Gallery					12	35	180	*	64 (fill-in/withdrawal)	
Impounded Jury Waiting					3	450	4,950			
Courtroom Holding										
In Custody Elevators										
Holding					11	55	605			Shown in Public & Building Support Program
Holding Vestibule - Deputy Workstation					11	316	1,408	55 SF for ADA/individual		At Courtrooms
Sound-Lock Vestibule at entry to courtroom					11	300	1,300			At Courtrooms
Prisoner Interview Booth/Temp. Holding					7	90	630	90	60 min.	One in basement holding, and 1 per pair of courtrooms
Attorney Vestibule Area					9	80	720	*	*	One per pair of courtrooms
Courtroom Floor Judicial Staff Support Areas										
Judicial Conference Rooms										Shown in Judicial Chambers
Staff Restrooms					9	64	576			One per pair of courtrooms.
Shared Staff Work Area					9	300	900	*		One per pair of courtrooms.
Total FTE/Net Square Footage Total	0	0	0	0%		3,034	46,897			
Reduction Factor							24,069			
Departmental Gross Square Footage Total							60,966			

200 Courtroums and Ancillary Support - Collegial Chambers	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 unit quantity	2050 unit area	2050 subtotal	unit area	California Trial Court Std.	unit area	Utah Judicial Facility Design Std	unit area	notes
2.3 Judicial Chambers														
Presiding Judge Chambers	1	0	1	FT	E	1	302	302	350 (incl. restroom)					
Clerk							15	15						
Circuit Court Judge Chambers														
Circuit Court Judge Office	10	5	15	FT	E	15	302	5,728	350 (incl. restroom)	400 incl. restroom		350 (without conferencing) 350 (with conferencing)	allow for building expansion to accommodate growth	
Clerk							15	185						
Referee Chambers	1	3	2	FT	E	2	302	604	350 (incl. restroom)					
Referee Office														
Shared Collegial Spaces														
Reception/Waiting Area	11	7	18	FT	O	19	64	1,216		Workstation Medium 64 - 80	60	Workstation 80		
Judicial Assistants	11	7	18	FT	O	19	64	1,216		Workstation Medium 64 - 80	60	Workstation 48		
Judicial Clerks	0	1	1	FT	O	1	64	64		Conference Small 320 - 350		Conference Small 320		
Referee Staff Support							4	320				Conference Large 320	accommodate 20 - 28, use 25 S/fig/person	
Judicial Conference Rooms - Small							8	128				Conference Small 320		
Work Room							3	360						
Bank Room/Lounge							4	16						
Support Spaces							8	64						
Closet							4	512				320 (file/storage)	unless, 2 per 5 chambers	
Restroom							4	420						
AV Equipment Control														
Total FTE/Net Square Footage Total	70	31	55	63%			3014	37,658		California Trial Court Std.		Utah Judicial Facility Design Std		
Circulation Factor								5,150						
Departmental Gross Square Footage Total								22,218						
2.3 Grand Jury														
Reception/Waiting							1	350	350	0 - 300				
Touchdown Workstations							2	64	128	48				
Gallery/Kitchenette							1	60	60	145				
Sound/Witness Waiting							2	150	300					
Sound Lock/Vestibule							3	64	64					
Grand Jury Room							3	420	420					Potential use MW and TTW, confirm size for 60 occupants
Total FTE/Net Square Footage Total	0	0	0	0%			3014	3,202						
Circulation Factor								321						
Departmental Gross Square Footage Total								3,493						
Total FTE	34	21	55	63%				65,167						
Total Courtrooms & Ancillary Support Areas								84,727						
Net Square Footage:								84,727						
Departmental Gross Square Footage:								84,727						

3.00 Court Operations	Staff			full or part time	or enclosed (E) staff office	Area		2020 subtotal	California Trial Court Std.	Utah Judicial Facility Design Std	notes
	2015 staff total	2020 proposed additional staff	2020 proposed staff total			2020 unit area	2020 subtotal				
3.1 Circuit Court Administration											
Reception and Waiting Area											
Receptionist	0	0	0	FT	O	-	120	120	Staff Reception/Wait 100 - 120		
Administrative Staff							64	-	Workstation Medium 64 - 80	10 sfp/ person	
Trial Court Administrator	1	0	1	FT	E	1	275	275	Office Director 240 - 300		
OID Manager 2	1	0	1	FT	E	1	120	120	Office Medium 120 - 150		
Court Administrative Staff	2	1	3	FT	O	3	64	192	Workstation Medium 64 - 80		Staff provides orientation for new staff, provide acoustic privacy/huddle space
Shared Court Operations Staff Spaces											
Conference Room - Small							150	104	Conference Small 120 - 150		
Conference Room - Medium							300	900	Conference Medium 240 - 300		
Conference Room - Large							700	700	Conference Large 240		
Conference Room/ Training - Large							1,200	1,200	Training Room Large 4,200		
Copy/Work Room/Recycling							2	650	80 - 100	200+	Restricted access for judicial staff. May need to be allocated in clusters due to distance, like at Long Beach controlled by Courts Admin staff
Supply Room							100	100			
Coffee Bar							3	180			
Staff Lounge/ Quiet Room							1	200			
Break Room							1	2,000			
Staff Restrooms							6	384			staff use only
Total FTE/Net Square Footage Total	4	1	5	15%				7,331			
Circulation Factor								2,666			
Departmental Gross Square Footage Total								9,997			
Staff									California Trial Court Std.	Utah Judicial Facility Design Std	
3.2 Technical Services Staff											
Technical Services Staff	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80		Does not need to be adjacent to Courts Admin or other Court Ops
Technical Services Temp Staff	1	0	1	FT	O	1	64	64	Workstation Medium 64 - 80		Does need separation from County IT functions.
Storage											larger door(s), racks, 4-5 carts, recycling
IT Equipment/ Work Room											See Public & Building Support
Receiving Storage (Basement)											
Total FTE/Net Square Footage Total	4	1	5	25%				870			
Circulation Factor								40%			
Departmental Gross Square Footage Total								1,218			

Court Operations

	2015	2050	2050	2050	full or	or	2050	2050	2050	2050	unit area	notes
	staff total	proposed additional staff	proposed staff total	proposed staff total	part time	enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal			
3.3 Treatment Courts Staff												
Reception/waiting area							1	120	120			
Treatment Courts Staff	2	2	3	3	FT	O	3	64	302		Workstation Medium 64 - 80	
Locking File Room							1	120	120			120
Treatment Courts Dedicated Meeting Room							1	150	150		Conference Small 120 - 150	
TOTAL FTE/Net Square Footage Total	2	2	3	3	60%			40%	452			
Circulation Factor									185			
Departmental Gross Square Footage Total									647			

	Staff				full or part time	open (O) or enclosed (E) staff office	Area			unit area	notes	
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	2050 proposed staff total			2050 quantity	2050 unit area	2050 subtotal			
3.4 Family Law Staff												
Reception/waiting area							1	120	120			
Family Law Facilitator	0	1	1	1	FT	O	2	64	118		Facilitators will receive people in dedicated conference center, not at W/S	
Family Law Resource Center/ Training/ Self-Help							1	500	500		See Centralized Public Service and Payment Center	
Front Counter presence - 1 Stall + Kiosk for file viewing)							2	170			Need slightly larger than typical small conference room	
Dedicated Conference Room - Small Plus												
Total FTE/Net Square Footage Total	0	1	1	1				40%	618			
Circulation Factor									251			
Departmental Gross Square Footage Total									879			

	Staff				full or part time	open (O) or enclosed (E) staff office	Area			unit area	notes	
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	2050 proposed staff total			2050 quantity	2050 unit area	2050 subtotal			
3.5 Civil Case Unit Information Center & Probate Staff												
Civil Case Unit Information Center & Probate Supervisor	1	0	1	1	FT	E	1	120	120		Office Medium 120 - 150	
Supervisor Staff											Office 155	
Civil Case Unit	3	1	4	4	FT	O	4	64	256		Workstation Medium 64 - 80	
Small Claims/ FEDS	1	1	2	2	FT	O	2	64	128		Workstation Medium 64 - 80	
Domestic Relations	2	1	3	3	FT	O	3	64	192		Workstation Medium 64 - 80	
Mental Health/FA/PA												

Court Operations										
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	notes
Mental Health/FAVA Staff	1	1	2	FT	O	2	64	128	Workstation Medium 64 - 80	unit area
Probate Staff	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80	
Information Center	2	1	3	FT	O	3	64	192	Workstation Medium 64 - 80	
Information Center Staff	4	1	5	FT	O	5	40	200	Public Trans, Counter 40 - 60	
Front Counter										In Circuit Court Administration
Shared Staff Spaces										
Total FTE/Net Square Footage Total	17	7	24	4.19%				1,472		
Circulation Factor								4.03%		
Departmental Gross Square Footage Total								2,064		

Staff										
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	notes
3.6 Accounting, Collections, Indigent Defense Staff										
Accounting, Collections, Indigent Defense Supervisor	1	0	1	FT	E	1	120	120	Office Medium 120 - 150	Office 140
Accounting	4	1	5	FT	O	5	64	320	Workstation Medium 64 - 80	
Collections & Criminal Restitution Lead	1	0	1	FT	O	1	64	64	Workstation Medium 64 - 80	
Collections	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80	
Criminal Restitution	3	1	4	FT	O	4	64	256	Workstation Medium 64 - 80	
Indigent Defense Staff	1	1	2	FT	O	2	64	128	Workstation Medium 64 - 80	Existing staff, to be re-located in new facility, locate in secure room
Indigent Defense	1	1	2	FT	O	2	64	128	Workstation Medium 64 - 80	
Safe										
Cashier workstation										
Secure room										For process of building cash daily from safe, locate safe in this room
Cashier counter										See Centralized Public Service and Payment Center
Shared Staff Spaces										In Circuit Court Administration
Total FTE/Net Square Footage Total	13	4	17	3.29%				1,453		
Circulation Factor								4.09%		
Departmental Gross Square Footage Total								2,034		

Staff										
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	notes
3.7 Criminal & Traffic Staff										
Criminal & Traffic Supervisor	1	0	1	FT	E	1	120	120	Office Medium 120 - 150	
Supervisor Staff										

Court Operations

	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	notes
Criminal & Traffic	8	1	9	FT	O	9	64	576	Workstation Medium 64 - 80		
Criminal & Traffic Part-Time Staff	1	0	1	FT	O	1	64	64	Workstation Medium 64 - 80		See Centralized Public Service and Payment Center in Circuit Court Administration
Counter											
Shared Staff Spaces											
Total FTE/Net Square Footage Total	20	1	21	100%				750			
Circulation Factor								304			
Departmental Gross Square Footage Total								1,054			

	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	notes
3.8 Calendaring, Juvenile & Jury Staff											
Calendaring, Juvenile & Jury Supervisor	1	0	1	FT	E	1	120	120	Office Medium 120 - 150		
Supervisor Staff										Office 200	
Calendaring	5	2	7	FT	O	7	64	448	Workstation Medium 64 - 80		
Calendaring Part-Time Staff	3	0	3	FT	O	1	64	64	Workstation Medium 64 - 80		Two counters, see Centralized Public Service and Payment Center
Calendaring Counter											
Juvenile Dependency	1	0	1	FT	E	2	120	240	Office Medium 120 - 150		
Juvenile Dependency Staff										Workstation 70	
Jury	1	1	2	FT	O	3	64	192	Workstation Medium 64 - 80		In Circuit Court Administration
Jury Staff											
Shared Staff Spaces											
Total FTE/Net Square Footage Total	9	3	12	33%				1,064			
Circulation Factor								436			
Departmental Gross Square Footage Total								3,490			

	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office	2050 quantity	2050 unit area	2050 subtotal	unit area	unit area	notes
3.9 Records & Mail											
Records & Mail Supervisor	1	0	1	FT	E	1	120	120	Office Medium 120 - 150		
Supervisor Staff											
Exhibit Viewing											
Records & Mail	8	3	11	FT	O	10	64	640	Workstation Medium 64 - 80		Near Records Supervisor, needs public access, evidence storage
Records & Mail Staff											
Records & Mail Temporary Staff	2	0	2	FT	O	2	64	128	Workstation Medium 64 - 80		
Appeals Viewing											
Files and Records Access Customer Service Center											
Public Counter/File Review Area											Staff is backup for Records, but main duty is Appeals, receives public by app
Printing Copy Area											Public counter, computer carts (3) in the room, limited storage
Staff Work Area											
FTR Recording Copying Station											

Court Operations

	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office		2050 unit area	2050 subtotal	unit area	unit area	notes
					quantity	quantity					
Staff Scanning Stations											
Exhibit/Appellate Storage											
File Storage							64	256			Confirm if needed.
Mailroom Operations							250	250			Locking enclosed room, chain of custody procedures. Confirm if needed. (Mudic Co. not included)
Mail Sorting Area											
Main Copy Room							200	200			Confirm if needed in addition to Mail Room
Mail Machine Room							120	120			Needs acoustic isolation & separate HVAC
Loading Dock							300	300			Included in Building General Support.
Receiving/ Holding Area/ Supply Storage											300 sq. ft. In Circuit Court Administration
Shared Staff Spaces											220 sq. ft. Provide private but large enough for staff to assist if needed
Public Scanning Station							4	64	256		
Total FTE/Net Square Footage Total	11	2	13	189%				3,818			
Circulation Factor								40%	1,527		
Departmental Gross Square Footage Total								5,345			

	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office		2050 unit area	2050 subtotal	unit area	unit area	notes
					quantity	quantity					
3.20 Interpreters											
Interpreter Offices											
Conference room-small	2	1	3	FT	E	1	120	360			Best located next to Calendaring, independent state service
Total FTE/Net Square Footage Total	2	1	3	50%				510			Can be housed in open office space, with meeting rooms, or in individual offices where they receive public
Circulation Factor								204			
Departmental Gross Square Footage Total								714			

	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office		2050 unit area	2050 subtotal	unit area	unit area	notes
					quantity	quantity					
3.22 Jury Assembly											
Jury Assembly Check-in											
Juror Assembly Entrance											
Juror Check-in Counter											
Check In Kiosk											
Paperwork/Forms Area											
Main Jury Assembly											
Jury Room Main Assembly Area											
Jury Room Lounge Area											
Jury Room Business Center											
Break Area/ Gallery Kitchen											
Juror Support Areas											
Game Storage & Display											
Newspaper & Reading Material Display											
Juror Restrooms											

Clackamas County Oregon, Circuit Court
New Courtroom Space Programming

Court Operations		2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed office quantity	2050 unit area	2050 subtotal	unit area	unit area	notes
Locker Area Alcove											
Lactation Room											
Jury Staff											See 3.5 Calendaring, Juvenile & Jury
Total FTE/ Net Square Footage Total		0	0	0	0%		25%	5,335			
Circulation Factor								1,334			
Departmental Gross Square Footage Total								6,669			

3.2 Centralized Public Service and Payment Center	Staff				open (O) or enclosed office quantity	Area		California Trial Court Std. unit area	Utah Judicial Facility Design Std. unit area	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time		2050 unit area	2050 subtotal			
Public Waiting/ Queuing at Counter										
Public Counter/ Cashiering										
Records										
Civil/ Probate/ Domestic/ FED										
Cashier										
Collections										
Criminal Traffic										
Calendaring										
Juvenile Dependency										
Clerk - Protective Orders										
CSO counter										
Public Information Terminals/ Scanning Stations										
Payment Kiosks										
Public Information Forms Area										
Total FTE/ Net Square Footage Total	0	0	0					1,654		
Circulation Factor								682		
Departmental Gross Square Footage Total								3,115		

Total FTE	64	18	82	28%				25,357			
Total Court Operations								34,333			
								25,357			
								34,333			

4.00 Clackamas County Civil Division Sheriff's Office	Staff				Area			notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	or enclosed (E) staff office quantity	2050 unit area	2050 subtotal	
4.1 CCSO Facility Security								
CCSO Public Counter								
Confiscated Property Room					3	45	135	Need 2 to 3 counters, can be called up
Law Enforcement Waiting/ Work/ Quiet Room					1	80	80	Adjacent to security screening.
Command Staff Offices					1	360	360	Designated area for 4 touchdown stations, chairs
Reception/Waiting Area								Locate suite near public entry.
Captain	1	0	1	FT	1	200	200	Includes public counter
Supervisors	2	0	2	FT	1	150	150	
Administrative Staff	4	2	6	FT	2	120	240	
Deputy Shared Workstations	8	12	20	FT	6	64	384	
Shared Staff Areas					20	42	840	
Conference Room					1	300	300	
Briefing/ Training Room					1	750	750	Room for 25. Potential to share as conference room.
Weapons lockers					2	25	50	In office suite for immediate access.
Work/ Copy/ Mail Room					1	100	100	
Break Room with kitchenette					1	300	300	Adjacent to Training Room
Lockers/ Changing Room (Male)					1	400	400	24 Full height lockers.
Restroom (Male)					1	200	200	Includes shower.
Lockers/ Changing Room (Female)					1	200	200	12 Full height lockers.
Restroom (Female)					1	200	200	Includes shower.
Secure Storage					1	120	120	Can be located in basement.
Administrative Storage/ Supplies					1	120	120	Can be located in basement.
Total FTE/ Net Square Footage Total	15	14	29	93%			5,129	
Circulation Factor						30%	1,539	
Departmental Gross Square Footage Total							6,668	

Clackamas County, Oregon, Circuit Court
New Courthouse Space Programming

Civil Division	Staff				Area				notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total	full or part time	open (O) or enclosed (E) staff office quantity	2050 unit area	2050 subtotal		
4.2 CCSO Transport/Central Holding									
Sallyports and Entrance Areas									
Vehicle Sallyport					1	1,800	1,800	Room for (2) 30' vehicles & (1) 12 - passenger van.	
Prisoner Loading Elevator						-	-	Included in Building Support.	
Central Holding Areas								Adjacent to sallyport	
Control Center	2	2	4		1	260	260		
Holding Support Areas	4	8	12		1	360	360	Staff growth linked to central holding/holding at courtrooms	
Men's Large Group Holding					2	320	640	2 holding rooms of 16 person capacity.	
Women's Large Group Holding					1	320	320	1 room of 16 person capacity.	
Individual Holding					4	80	320	2 person capacity.	
Video Booth					1	50	50		
Non-contact Visitation Room					1	100	100		
Booking Center								Need small refrigerator for prisoner medications.	
Control Center					1	250	250		
Staff Restroom					1	64	64		
Control Center Equipment Closet					1	100	100		
Short-term Detaining + Viewing area					1	100	100	Off main lobby	
Restraints Storage					1	80	80		
Non-Contact Visitation Booths					2	100	200		
Total FTE/Net Square Footage Total	6	10	16				4,644		
Circulation Factor						50%	2,322		
Departmental Gross Square Footage Total							6,966		
Total FTE	21	24	45						
Total Clackamas County Sheriff Space							9,773		
Net Square Footage:							13,634		
Departmental Gross Square Footage:									

5.00 Law Library	Staff				full or part time	or enclosed (E) staff office quantity	Area		2050 subtotal	notes
	2015 staff total	2050 proposed additional staff	2050 proposed staff total				2050 unit area			
5.1 Law Library										
Staff Office	1	0	1		FT	E	1	120	120	currently in Holman building
Librarian	1	0	1		FT	E	1	150	150	
Copy Room							1	120	120	
Microfiche Reading Room							1	120	120	
Storage							1	100	100	
Law Library							1	1,800	1,800	Incl. reference desk for 2 & public assistance desk
Conference Room - Medium							1	300	300	
Conference Rooms - Small							2	150	300	
Restrooms							2	64	128	Separate for staff/public
Lunch/Break Room							1	150	150	
Total FTE/Net Square Footage Total	2	0	2		0%			3,288	3,288	
Circulation Factor								35%	1,151	
Departmental Gross Square Footage Total									4,439	
Total FTE	2	0	2		0%					
Total Law Library									3,288	
									4,439	
										Net Square Footage: Departmental Gross Square Footage:

Exhibit C

Courthouse Design Criteria

I. General Facilities Design Assessment Criteria

1. Building Configuration

- High public contact functions are located on lower floors.
- Functions not requiring substantial public contact are located on upper or below ground floors.
- Functions requiring higher security levels are located on upper or below ground floors.
- Internal circulation patterns for in-custody cases are located in three separate and distinct zones: public; private (for court staff); and secured circulation for in-custody persons. (See Section IX)

2. Public Service Requirements (including Fire, Life, Safety)

- Main public entrance accommodates anticipated public traffic.
- Public waiting areas:
 - Include sufficient comfortable seating.
 - Located close to areas of highest public use.
 - Have easy access to restrooms, water fountains and telephones.
 - Sized in proportion to the population to be served.
 - Configured to minimize noise transmission to courtrooms.
- Signs, Directions:
 - Directional and informational content is incorporated into the design of all public areas.
 - A building directory is located near each public entrance.
 - A building directory features a diagram that lists all the building's major components.
 - Informational signs are multi-lingual, as appropriate.
 - Braille lettering and audio signals are provided at elevators.
- Information kiosk or counter:
 - Located in a highly visible place near the main entrance.
 - Provides direction and basic information.
 - Provides an automated system using touch screen technology connected to the Local area network.
- Court calendar information:
 - Posted in the information area.
 - Video monitors used (large court facilities).

3. General Office and Workstation

- General Office Guideline (in square feet)
Per staff member; includes work space, files, office equipment, conference; training and reception areas. 250 - 280
- Workstation Sizes (in square feet)

(Type)	(Workstation)	(Private Office)
Staff/Technical	50-80	
Supervisory	80-100	100-120
Management		120-250
Executive		200-250

4. Provisions for Persons with Disabilities

- All areas of the court facility meet all state and federal ADA requirements (The courts have completed extensive ADA Assessment surveys evaluating compliance with applicable requirements).

5. Security and Public Safety

- Building security (See Section VIII)
 - External video surveillance cameras positioned at each pedestrian and vehicular entrance.
 - Building entrances configured with unobtrusive security barriers.
 - Grounds configured to inhibit access of unauthorized vehicles.
 - No public parking adjacent to structures containing courtrooms or court support areas, if allowed by City.
 - At least one courtroom is equipped for high risk trials.
 - Air intake vents for the HVAC system are secured from public access.
- Public Safety
 - Building complies with all relevant fire codes (adequate fire protection and fire alarms).
 - Emergency power and lighting capacity are provided.

6. Seismic Safety

- The structure of the building complies with relevant seismic safety codes.
(A full-scale evaluation is outside the scope of this assessment).

7 Heating, Ventilating and Air Conditioning (HVAC)

- HVAC system meets all code requirements.
- Systems are able to maintain temperatures between 66 and 78 degrees Fahrenheit.
- Each courtroom has an individual thermostatic control for its heating and cooling provided by the buildings central HVAC control system.
- Adequate fresh air and exhaust ventilation in areas subject to dense occupation (i.e., courtrooms).
- HVAC system sound transmissions have been minimized.
- HVAC system ductwork incorporates sound deadening technology between rooms that require private conversations (jury rooms, judges' chambers, and attorney client conference rooms).

8. Plumbing and Electrical

- Plumbing
 - All restroom facilities and drinking fountains meet building codes.
 - Separate restroom facilities are provided for the public, judicial staff, and in-custody defendants.
- Electrical
 - Electrical systems meet building codes.
 - Sufficient electrical capacity and quality are provided to accommodate anticipated future needs.
 - Electrical capacity meets total connected load requirements plus 25 percent for future load growth.

9. Information Systems and Communications

- Also See Section X
- Designated computer or telecommunications rooms (Larger Court facilities) with increased cooling capacity, separate or redundant power and located to reduce the risk of flooding
- Designated room has sufficient cooling not to exceed 82 degrees Fahrenheit.
- Designated room has controlled access including access controls.

10. Lighting

- Sufficient lighting in all building areas to conduct business.

11. Acoustics

- Minimizes intrusive noise.
- Allows accurate hearing and recording of proceedings.
- Allows access to the court by the hearing impaired.

12. Parking; Vehicular and Pedestrian Access

- Provides secured parking for judges and supervisory court staff.
- Passenger loading and short term parking areas are provided near to but at a safe distance from courthouse entrances.
- Loading zone area provided for delivery vehicles that do not need to use the loading dock, if allowed by City.
- All deliveries to courts required to go through x-ray screening.
- Access to the courthouse meets ADA requirements.
- Building provides a single primary public entrance to the courts area.
- Lobby is large enough to accommodate all visitors during peak periods.
- Metal detectors and x-ray equipment are placed in the circulation path from the entrance.

13. Building Support Services

- Court facility incorporates space for the following functions:
 - First aid station
 - Food services or vending
 - Loading dock
 - Supplies and equipment storage
 - Maintenance shops and office
 - Custodial supplies and storage and
 - File shredding area

II. Courtroom Assessment Criteria

1. General criteria

- Courthouse has at least one large courtroom to accommodate large trials and other kinds of public functions.
- Courtrooms sized and configured to accommodate the type of proceedings assigned to the room.
- Courtroom is composed of 2 components: the litigation area; and the spectator seating area
- The parties in any proceeding are able to clearly see and hear the witness, jury, judicial officer and counsel
- Courtroom is configured to protect witnesses and jurors from intimidation.
- Courtroom is configured to ensure appropriate confidentiality for attorneys and judicial officers.

2. Courtroom Size Criteria (NSF is net square feet)

- Ceiling heights are proportional to the size of the room.
- The size of the courtrooms:

Type	Litigation area			Seating	spectator area			Total Square Feet
	NSF	Width	Length		NSF	Width	Length	
Non-jury civil/juvenile/family	840	30	28	20-40	260-360	30	varies	1,100-1,200
1 2-person jury	1,152	36	32	30-60	348-648	36	Varies.	1,500-1,800
High volume/multitigant	1,360	40	34	100-150	840-1040	40	varies	2,200-2,400

3. Courtroom areas

- Judicial officers bench:
 - Has an unobstructed view of the entire courtroom.
 - Is elevated so that the occupant's seated eye level is higher than anyone standing.
 - Accommodates computer (including sufficient space for multiple monitors), telephone, data transmission equipment, and writing desk.

- Courtroom clerk's station:
 - Is adjacent to the bench and accessible to counsel.
 - Has adequate space for placement of in-process forms, exhibits and other essential materials.
 - Is cable-ready for computer terminals, has telephone, electrical outlets and audio controls.
- Witness stand:
 - Witness has clear facial view of the judge, jury, parties, court reporter and counsel
 - The chair is height adjustable and easily removable to accommodate wheelchair access.
 - The stand is on a level between the floor of the litigation area and the judge's bench.
 - The stand is large enough to accommodate an interpreter.
- Jury box:
 - Each juror has clear sight lines to the witness, counsel, judge and evidence display areas.
 - Has physical separation from the spectator and counsel areas.
 - Is large enough to comfortably seat the full number of jurors needed for trial.
- Counsel area:
 - Has at least two tables positioned so attorneys can be seen and heard by other attorneys, the judge, the witness and the jury.
 - Tables placed far enough apart to allow private conversations between attorneys and clients.
 - Tables provide electrical outlets and connections to accommodate computers and internet.
 - Tables and table areas are large enough to accommodate interpreters.
- Spectator area:
 - Provides seating for witnesses, family and the public.
 - The area is separated from the litigation area in a manner that controls movement.
 - The area is sized to accommodate the jury panel during jury selection.
 - Space is reserved for wheelchairs.
- Other Areas and Features:
 - Court reporter area is situated so that anything said by participants can be heard; reporter has access to electrical outlets.
 - Bailiff's station is situated to enable the occupant to see all persons in the courtroom.
 - Exhibit display and equipment is located to be clearly visible for all court participants.
 - Silent duress alarms are located in the judges' bench, courtroom clerk and bailiff areas.
 - Assisted listening devices are available.

III. Judicial Offices and Support Space

1. Judicial offices

- Accessible only from a private corridor.
- Chambers, either clustered or adjacent to courtrooms, are provided to each judicial officer.
- Each chamber is equipped with a silent duress alarm.
- Chambers are a minimum of 350 net sq. ft. (not including restroom).
- Chambers have adequate sound insulation
- Judicial offices have access to non-public restrooms.

2. Support Space

- Support staff workstations/reception/waiting areas are adjacent to chambers.
- Work areas for court reporters, law research clerks, bailiffs are provided.

IV. Jury Assembly and Deliberation

1. Jury Assembly

- Jury assembly room/information presentation area
 - Sufficient seating for all prospective jurors:
 - a. 8 to 12 square feet per person for -theater style seating;
 - b. 15 to 20 square feet for accommodate lounge-type seating.
 - Areas for reading, studying, working and watching television are provided.
 - Working areas are provided with data connections and electric power for computers.
 - Public telephones, restroom facilities, and coatrooms are adjacent to the jury assembly room.
 - Movement of jurors minimizes contact with attorneys and litigants.
- Jury reception/check-in area
 - A silent duress alarm is provided at the desk.

2. Jury deliberation room

- Ratio of jury deliberation rooms to courtrooms is one to two.
- Located on restricted corridors.
- Can comfortably accommodate 14 jurors.
- Allows use of charts, exhibits, and video monitors.
- At least 350 net sq. ft., exclusive of restroom and refreshment areas.
- Acoustically designed so that conversations cannot be heard outside the room.

V. Court Administration

1. General Considerations

- The court administration area is designed to ensure the efficient flow and processing of work.
- Court administrative offices are connected to both public and private corridors.
- Duress security alarms are in appropriate sites.

2. Court Administration Area

- General work area and miscellaneous support
 - Includes a work area for sorting mail and for copying equipment.
 - Work space is provided for all appropriate staff and for records that are in use.
- Public service counters
 - General office areas are separated from public areas.
 - Counters are designed for efficient exchange of public documents.
 - Counters are capable of accepting and electronically processing documents via electronic scanning.
 - The public area outside the counter provides at least 10 feet between the counter and the entrance for queuing.
 - A public area for viewing records is provided adjacent to the counter; secure and visible to staff.
 - Public area has a controlled access terminal or workstation capable of providing service to the public for research and general court functions.
 - Security glass, or other methods for insuring that the public remains outside of office area, is in place at service counters.
 - Duress security alarms are placed in appropriate sites and integrated into the courthouse security system.
- Records storage
 - Sufficient space is provided for records storage and retrieval.
- Exhibit/evidence storage
 - Secure areas are provided for storage of exhibits.
 - Separate secure area is provided for storage of evidence.

VI. Court Support

1. Children waiting area.

- Area includes adequate storage for toys, games and books, easy access to restrooms with diaper changing stations, and space for staff or volunteers.
- Area has electrical capacity and power for VCR/DVD viewing

2. Court facilitator services area

- Court program areas (i.e. for prose litigants) are located in areas convenient to the public.
- Areas have space adequate to fulfill functions.

3. Attorney client conference rooms

- One conference room per two courtrooms is provided for attorney use.
- The rooms accommodate a table and four chairs.

4. Waiting areas for adverse parties

- Areas are divided so that adverse parties are separate from one another.

VII. Alternative Dispute Resolution

Note: With the exception of Marion County, dedicated space for provision of these services is not a part of the courthouse facilities provided in Oregon. However, for courts with increasing family court, small claims, domestic relations and FED mediations, adequate dedicated space is a consideration.

1. Mediation Services

- Mediator offices accommodate up to six individuals, and have sound absorbent walls.
- Reception/waiting areas provide separate areas for different parties.
- Large mediation room accommodates larger family groups and allows involvement of additional staff.
- Mediation area provides a waiting area for children, located in a secure place, and an equipment storage area.
- Mediation area includes some kind of duress alarm system.

VIII. Court Security

1. Building perimeter, site and parking assessments:

- Architectural barriers to protect entrances.
- Surveillance cameras at entrances and exits.
- Illuminated circulation around building and parking lot.
- Illuminated parking lots.
- Tamper resistant utility connections to building
- Low height landscaping
- Secured parking for judges
- Surveillance cameras in parking lots

2. Building entrances assessments:

- Surveillance cameras
- Security weapons screening
- Intrusion detection alarms
- High security door locks
- Intercom system at entry door
- Visual monitoring of entrance
- Controlled access to loading dock
- Screening equipment for incoming packages

- Key car or other electronic device for non-public access doors.

3. Public waiting areas assessments:

- Limited ability to hide contraband
- Controlled public access to secured rooms
- Surveillance cameras

IX. In-Custody Defendant Areas

1. Remote Video Communication.

- Facility is equipped with remote video connections between the court facility and the detention facility.

2. In-Custody Receiving, Holding and Transportation components:

- Vehicle sallyport
- Security vehicle parking
- Pedestrian sallyport
- Initial holding cell and search area
- Control center
- Central holding cell
- Lunchroom or access to eating area
- Dress-out, property and clothing storage
- Attorney interview space
- Secure elevators and corridors
- Courtroom holding cells

X. Facilities Technology Recommendations

1. Power

- Individual electrical receptacles for each technology component without the use of extenders
- Backup power supplies (UPS) sufficient to provide 15 minutes of battery power in the event of power interruption to critical technology components
- Electrical power to computer server rooms capable of supporting a minimum of 10 individual components
- All power used for technology resources should be properly conditioned and filtered to allow for the highest level of efficiency.
- Rack-mounted backup power (UPS) sufficient to provide 30 minutes of battery power in the event of power interruption to all critical network components such as switches and routers, video units, electronic recording and media or file servers.
- Dedicated electrical circuits for computer and technology components at a minimum of 20 amps per circuit.

2. Voice/Data

- Minimum of 2 recessed data-ports on separate circuits, for each workstation or laptop computer
- Minimum of 2 recessed voice-ports capable of supporting, both analog and digital voice circuits at each individual work area
- Network cable to support 100mb/s certified data thru-put adhering to current standards for low-voltage cable installation.
- Minimum network switch capacity to handle total number of required connections plus twenty percent additional load.
- Network switch and routers capable of up to 1Gb/s loads.
- Provisioning of cable pathways to allow easier cable changeover to accommodate improvements in data technology
- Network switches operating at 1Gb-10Gb speed and cabling capable of supporting Power Over Ethernet (POE)

- Isolated data circuits in each courtroom and conference room dedicated for video streaming and video conferencing with voice.
- Ceiling oriented network data-ports and power capable of supporting wireless network access components

Exhibit D

Form of Disbursement Request

Disbursement Request Number: _____
[number Requests sequentially for ease of tracking]

Dated: _____

Project Title: Clackamas County Courthouse

Phase: _____

Funding Source: _____

Funding Agreement: Clackamas County Courthouse Phase ____ Funding Agreement between OJD, DAS and Clackamas County dated _____ (the "Agreement")

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Agreement.

On behalf of Clackamas County (the "County"), I hereby request a total disbursement of \$ _____ pursuant to the Agreement, fifty percent (50%) of such amount to be credited to the County Contribution for the Phase set forth above, and the other fifty percent (50%) of such amount to be disbursed to the County from the State Funds.

I hereby make the following certifications in connection with this Disbursement Request:

1. On behalf of the County, I have reviewed the attached invoice(s) and any other documents attached to this Disbursement Request, and I have determined that the invoiced work or materials represent Authorized Costs for the Phase set forth above, pursuant to the Agreement.
2. The County will use the disbursement amount requested by this Disbursement Request either:
 - (a) to reimburse the County for amounts that the County has previously paid for Authorized State Costs of the Project; or
 - (b) for Authorized State Costs of the Project that the County has incurred from unrelated third parties but has not yet paid, which the County will pay no later than five (5) business days after disbursement by OJD of the amount set forth herein.
3. The total amount credited to the County Contribution pursuant to Section 12(e) of the Agreement is equal to or greater than the total State Funds disbursed to date plus the amount of this Disbursement Request.
4. The certifications in this Disbursement Request are true to the best of my knowledge and belief.

By: _____
Authorized Signature

**CLACKAMAS COUNTY COURTHOUSE
PHASE I FUNDING AGREEMENT**

THIS CLACKAMAS COUNTY COURTHOUSE FUNDING AGREEMENT – PHASE I (this “Agreement”) is made February ____, 2019 (the “Effective Date”), by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (the “County”).

Project Summary

Project Title: Clackamas County Courthouse

County: Clackamas County

Phase: Phase I

State Funds for Phase I: \$1,200,000.00 (General Funds)

Phase Completion Date: June 30, 2019

**Estimated Project
Completion Date:** February 1, 2024

Terms and Conditions

1. Effective Date and Term. This Agreement is effective as of the Effective Date, such date being the last date all required signatures and approvals were obtained. The term of this Agreement shall be from the Effective Date through the date the parties fulfill their obligations hereunder, unless it is sooner terminated pursuant to the provisions of the Master Agreement (as defined in Section 3 below).

2. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, less all Exhibits; and attached Exhibit A (Phase Work for Phase I) and Exhibit B (Benchmarks for Phase I). The foregoing Exhibits are incorporated herein by this reference.

3. Master Agreement. This Agreement shall be interpreted consistent with that certain February ____, 2019 Master Funding Agreement between the parties (the “Master Agreement”), and incorporates the terms of the Master Agreement as if fully set forth herein. In the event of a conflict between this Agreement and the Master Agreement, this Agreement shall control.

4. Phase-Specific Definitions. The following capitalized terms defined in Section 4 of the Master Agreement shall have the following meanings for the purposes of this Agreement:

- (a) “Benchmarks” means the items set forth in Exhibit B.
- (b) “County Contribution” means the amount of \$1,200,000.00 that, as of the Effective Date, the County has agreed to provide for Authorized State Costs.
- (c) “Phase Completion Date” means July 1, 2019 (or as may be extended by the agreement of the parties).
- (d) “Phase Work” means the County’s planning work (including efforts to obtain land use entitlements and other governmental approvals required for the Project, which may include those items set forth in Exhibit A).
- (e) “State Funds” means the amount of \$1,200,000.00 that, as of the Effective Date, the State of Oregon has agreed to provide for Authorized State Costs for Phase I.
- (f) “State’s Proportionate Share” means one hundred percent (100%). For the specific purposes of this Phase, because the State Funds derive from General Funds rather than State Bonds, “State’s Proportionate Share” means the portion of the Authorized Costs that are applicable to the State Funds, but it does not represent that portion of this Phase that the State Premises bears to this Phase.

5. Recitals. The parties recite:

- (a) The State of Oregon has agreed to contribute the State Funds. The State Funds are from the State’s General Funds.
- (b) The Oregon Legislative Assembly may authorize additional State Funds for the Project, but the State has no present obligation of any kind to provide additional funding, other than the State Funds.
- (c) The parties may enter into a Funding Agreement for Phase II, subject to the provisions of Section 13 below.

6. Representations, Warranties and Covenants of the State and County.

- (a) The State represents, warrants and covenants, as applicable, as follows:
 - (i) This Agreement has been duly authorized by the State and, subject to other terms and provisions contained in this Agreement, constitutes a valid and binding agreement of the State that is enforceable against the State in accordance with its terms.
 - (ii) The State has taken all actions required by law for the State to acquire and use the State Funds, and the State Funds are now available, or will be available as needed, to be spent on this Phase pursuant to this Agreement and the Master Agreement.
 - (iii) The State shall contribute the full amount of the State Funds to the Project.
 - (iv) The State understands, acknowledges and agrees that the County has no obligation of any kind to enter into the Phase II Funding Agreement except as set forth in Section 13 below.

- (b) The County represents, warrants and covenants, as applicable, as follows:
- (i) This Agreement has been duly authorized by the County and constitutes a valid and binding agreement of the County that is enforceable against the County in accordance with its terms.
 - (ii) The County has taken all actions required by law for the County to acquire and use the County Contribution, and the County Contribution is now available, or will be available as needed, to be spent on this Phase pursuant to this Agreement and the Master Agreement.
 - (iii) The County shall contribute the full amount of the County Contribution to the Project.
 - (iv) The County understands, acknowledges and agrees that the State has no obligation of any kind to provide additional funding, other than the State Funds.
 - (v) The County understands, acknowledges and agrees that the State has no obligation of any kind to enter into the Phase II Funding Agreement except as set forth in Section 13 below.
 - (vi) As of the Effective Date, no litigation or claims (environmental or otherwise) are presently pending against the County regarding the Project Parcel or the development, construction or use of the Project. The County shall promptly provide OJD with notice of any litigation or claims (environmental or otherwise) filed during the term of this Agreement against the County regarding the Project or the Project Parcel.

7. Maximum State Contribution for State Funds. Unless the amount of State Funds is increased after the Effective Date, the State's maximum monetary obligation with respect to this Phase shall not exceed \$1,200,000.00. In the event that the costs of this Phase exceed the Project Financing and the parties have not amended this Agreement or entered into a Phase II Funding Agreement agreeing to the payment of the excess costs, the County shall be responsible for all additional costs, and the County shall have no claim against the State for any amount that exceeds the amount of the State Funds.

8. Application of State Funds and County Contribution: Special Provisions for General Funds.

- (a) Because the State Funds are derived from the State's General Funds instead of State Bonds, the provisions in this Section 8 shall apply to the State Funds and the County Contribution.
- (b) The requirements of Sections 10(a)(i) and (iii), and Section 10(d), of the Master Agreement shall not apply to Authorized Costs associated with the Phase Work.

9. Costs of State Project Monitor. Total costs incurred by the State for the services of the State Project Monitor shall not exceed \$30,000.00, unless such amount is amended by agreement of the parties.

10. Phase Work. The County shall perform the Phase Work in strict compliance with the requirements of Section 15 of the Master Agreement.

11. Benchmarks.

- (a) The County shall meet the Benchmarks, pursuant to this Section 11, on or before the Phase Completion Date.
- (b) The County shall use all commercially reasonable efforts to timely meet the Benchmarks.
- (c) The County shall be deemed to have met the Benchmarks if the State, in its reasonable discretion, approves in writing:
- Receive approval of the amended and updated Project Application from the Chief Justice and DAS
 - Complete the Financing Plan for the Project
 - Complete the Request for Proposal (RFP) for architectural and engineering (A/E) services for Phase II
 - Receive the City of Oregon City's approval of the updated Red Soils Master Plan (RSMP)
 - Complete the Project Parcel due diligence
 - Complete the conceptual designs for required surface parking facilities
 - Receive OJD's approval of the Project Plans and Specifications
 - Receive OJD's approval of the Project Schedule
 - Receive OJD's approval of the Project Budget
 - Obtain a report from a title insurance company that shows the County owns fee simple title to the Project Parcel
- (d) The County will collaborate and cooperate with the State, as an equal partner, regarding any and all matters relating to the Phase Work, including the completion of the Benchmarks.

12. Phase Work Authorized Costs: Specific Inclusions. Authorized Costs for the Phase Work include, without limitation, the following capital costs related the Phase Work:

- (a) costs of the State Project Monitor;
- (b) costs of Gary Barth, project consultant for the County;
- (c) costs of SERA Architects, Inc.;
- (d) costs of the National Center of State Courts (NCSC);
- (e) costs of Harper Houf Peterson Reghellis, Inc.;
- (f) costs of Kittelson & Associates, Inc.;
- (g) costs of a project consultant for the County to assist with the design of new parking facilities to meet forecasted demand; and
- (h) costs of a project consultant for the County to assist with the drafting of the request for proposals for architectural and engineering (A/E) services to be contracted in Phase II.

13. Phase II Funding Agreement.

- (a) **Generally.** The parties shall enter into the Phase II Funding Agreement, to memorialize their other obligations and understandings regarding Phase II, only if the County meets the Benchmarks on or before the Phase Completion Date (as it may be extended by the agreement of

the parties), and the Phase II State Funds have been allocated by the Oregon Legislative Assembly.

(b) County Notice. The County shall provide ninety (90) days' notice to the State in advance of the estimated date of the County's completion of the Benchmarks. After receiving this notice, the State will have thirty (30) days to provide the County with a draft Phase II Funding Agreement.

(c) Execution. The parties shall use their good-faith efforts to negotiate and execute a Phase II Funding Agreement within thirty (30) days after the County meets the Benchmarks.

(d) Excess State Funds. In the event the parties enter into the Phase II Funding Agreement and not all of the State Funds have been disbursed to the County pursuant to this Agreement, any such excess funds shall be added to the State Funds for Phase II.

(e) Excess Deposits to County Contribution.

(i) In the event the County deposits with OJD any amount of the County Contribution, and in the event the parties enter into the Phase II Funding Agreement pursuant to this Section 13, and the amount of the County Contribution deposited exceeds the full amount credited to the County Contribution pursuant to Section 12(e) of the Master Agreement, any such excess amount shall be added to the County Contribution for Phase II.

(ii) In the event the County deposits with OJD any amount of the County Contribution, and in the event the parties do not enter into the Phase II Funding Agreement pursuant to this Section 13, and the amount of the County Contribution deposited exceeds the full amount credited to the County Contribution pursuant to Section 12(e) of the Master Agreement, any such excess amount shall be returned to the County.

14. Survival. All provisions of this Agreement set forth under the following Section headings shall survive expiration or termination of this Agreement:

(a) 10 – Phase Work;

(b) Any other provision of this Agreement that by its terms is intended to survive.

[remainder of page intentionally left blank]

The State and the County, by execution of this Agreement, each hereby acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

*Approved as to Legal Sufficiency for the
State:*

By: _____
Shelby E. Robinson, Assistant Attorney General

Approved as to all provisions relating to the Department of Human Services, as Colocation Agency hereunder:

**The State of Oregon,
acting by and through the Department of Human Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

Approved as to all provisions relating to the Office of Public Defense Services, as Colocation Agency hereunder:

**The State of Oregon,
acting by and through the Office of Public Defense Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____
Clackamas County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Reviewed for the County:

_____, COUNTY ATTORNEY
FOR CLACKAMAS COUNTY, OREGON

By: _____
_____, Assistant County Counsel

#8780476v13

Exhibit A

Phase Work for Phase I

- Submit the amended and updated Project Application for approval by the Chief Justice and DAS
- Update Red Soils Master Plan (RSMP) and submit to City of Oregon City
- Complete updated traffic analysis
- Engage National Center of State Courts (NCSC) for new courthouse programming and space planning refinement
- Conduct Red Soils site analysis, including Geotechnical and Wetlands Delineation
- Undertake design for new parking facilities to meet forecasted demand
- Draft the Request for Proposal (RFP) for architectural and engineering (A/E) services for Phase II
- Prepare the Project Plans and Specifications
- Prepare the Project Schedule
- Prepare the Project Budget
- Obtain a report from a title insurance company that shows the County owns fee simple title to the Project Parcel

Exhibit B

Benchmarks for Phase I

- Receive approval of the amended and updated Project Application from the Chief Justice and DAS
- Complete the Financing Plan for the Project
- Complete the Request for Proposal (RFP) for architectural and engineering (A/E) services for Phase II
- Receive the City of Oregon City's approval of the updated Red Soils Master Plan (RSMP)
- Complete the Project Parcel due diligence
- Complete the conceptual designs for required surface parking facilities
- Receive OJD's approval of the Project Plans and Specifications
- Receive OJD's approval of the Project Schedule
- Receive OJD's approve of the Project Budget
- Obtain a report from a title insurance company that shows the County owns fee simple title to the Project Parcel



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Malcolm McDonald
 Director

February 21, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Amended Intergovernmental Agreement between
 Clackamas County Community Corrections and State of Oregon
Department of Corrections for an Application Program Interface

Purpose/Outcome	This Agreement allows Department of Corrections to perform a business analysis for the creation of an Application Program Interface.
Dollar Amount and Fiscal Impact	\$6,110.00
Funding Source	State and local funds.
Duration	Upon final execution through December 31, 2019.
Previous Board Action/Review	Original Agreement signed January 31, 2019.
Contact Person	Captain Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: The State of Oregon intends to create an Application Program Interface (API) that will connect to the Corrections Information System (CIS) and the Offender Management System (OMS). The API creation will allow the State of Oregon to be prepared for procurement of a new data system for community corrections should funding be approved. The new system will improve efficiency and accuracy in data entry because it will eliminate the need to enter the information into each system. County community corrections agencies across the state are eager to implement a seamless system that addresses the needs of each county. The next step of the implementation process is to conduct a needs analysis and assessment, in compliance with the acquisition rules of the Department of Administration Services (DAS). The county community corrections agencies plan to enter into a collaborative agreement to employ an IT Business Analyst on a contract basis to conduct the evaluation. Clackamas County Community Corrections' share of the one-time contractor fee is \$6,110.00. **On February 4, 2019, Department of Corrections revised their original Agreement to clean up some grammatical and formatting errors. These changes do not impact the intent, work to be performed, or the compensation required. They have requested that we re-sign the revised version. County Counsel has reviewed the revision and approved as to form on February 12, 2019.**

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this revised Intergovernmental Agreement with State of Oregon, Department of Corrections to provide a business analysis.

Respectfully submitted,

Captain Malcolm McDonald
 Director, Community Corrections

INTERGOVERNMENTAL AGREEMENT

Agreement No. 5754

This Agreement is between the State of Oregon acting by and through its Oregon Department of Corrections (“Agency”) and Clackamas County, acting by and through its Community Corrections Office (“County”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: BACKGROUND AND PURPOSE

Whereas, Agency and County utilize both the Corrections Information System (DOC400) and the Offender Management System (OMS) as the primary statewide information systems for offender case management.

Whereas, there is a need to create an Application Program Interface (API) between the DOC400 and OMS so that Agency and Oregon County Community Corrections offices no longer have to enter information separately into each system.

Whereas, in order to create the API, Agency must first obtain a full needs analysis/assessment to construct a business case that will be submitted through the Stage Gate process with the Department of Administrative Services (DAS).

Whereas, Agency has the ability to contract with an IT Business Analyst (“Contractor”) to conduct the needs analysis with the county community corrections agencies and any other applicable stakeholders and prepare the business case documentation that would ultimately be submitted to DAS.

Whereas, the County agrees to pay a share of the cost for Agency to obtain Contractor services to perform a business analysis (“Services”).

Now therefore, the purpose of this Agreement is to document and describe the process for County to reimburse Agency for the cost of Services provided by an IT Business Analyst.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature, and terminates December 31, 2019 unless terminated earlier in accordance with the Termination Section.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Denise Sitler
2575 Center Street NE
Salem, OR 97301
Fax: 503-373-7810
Phone (Office): 503-945-9051
denise.sitler@doc.state.or.us

4.2 County’s Authorized Representative is:

Malcolm McDonald, Director
Clackamas County Community Corrections
1024 Main Street
Oregon City OR 97045
Fax: 503-650-8942
Phone (Office): 503-655-8603
Email: malcolmmcd@co.clackamas.or.us

A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

Each Party agrees to responsibilities as described in Exhibit A, “Responsibilities of the Parties”, attached hereto and incorporated herein by this reference.

SECTION 6: COMPENSATION; INVOICING AND PAYMENT

6.1 Compensation

County agrees to pay to Agency a one-time fixed fee in the amount of \$ 6,110.00 for IT Business Analyst services as described in Section 2.

6.2 Invoicing and Payment.

6.2.1 County shall submit payment in full in the amount identified in Section 6.1 to Agency within 45 days after receipt of an invoice.

6.2.2 Agency shall include Agreement number on invoice.

SECTION 7: REPRESENTATIONS AND WARRANTIES

County represents and warrants to Agency that:

- 7.1 County is organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and 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 sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

- 9.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 9.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: COUNTY DEFAULT

County will be in default under this Agreement if County fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 11: AGENCY DEFAULT

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

SECTION 12: REMEDIES

- 12.1** In the event County is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to termination of this Agreement under Section 14.
- 12.2** In the event Agency is in default under Section 11 and whether or not County elects to exercise its right to terminate this Agreement under Section 14.3.3, or in the event Agency terminates this Agreement under Sections 14.2.1, 14.2.2, 14.2.3, or 14.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

SECTION 13: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 60 days advance written notice to County;

14.2.2 Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

14.2.5 As otherwise expressly provided in this Agreement.

14.3 County may terminate this Agreement as follows:

14.3.1 Upon 60 days advance written notice to Agency;

14.3.2 Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

14.3.3 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

14.3.4 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

14.3.5 As otherwise expressly provided in this Agreement.

SECTION 15: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be

construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 16: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 17: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 17. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 18: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13 and 18 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 19: SEVERABILITY

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

SECTION 20: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 21: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 22: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 23: INTENDED BENEFICIARIES

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 24: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 25: ASSIGNMENT AND SUCCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 26: RESERVED

SECTION 27: TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

SECTION 28: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 29: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 30: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 31: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A.

SECTION 32: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Corrections

Toni Payseno, Designated Procurement Officer

Date

Clackamas County Board of Commissions

Chair

Date

Recording Secretary

Date

EXHIBIT A

RESPONSIBILITIES OF THE PARTIES

1. AGENCY RESPONSIBILITIES

1.1 Agency shall enter into a Personal Services Contract with, and supervise the services of, an IT Business Analyst (“Contractor”) who shall work with stakeholders, including County to:

1.1.1. Define problem by meeting with stakeholders to interview and document data access needs and problem areas with current data access.

1.1.2. Propose opportunity of providing data more easily to stakeholders; what data is needed, frequency and format.

1.1.3. Perform a risk analysis of providing data to stakeholders and propose potential mitigation strategies.

1.1.4. Provide a technical assessment of technology that is available and an analysis of the alternatives.

1.1.5. Gather and document the business and technical requirements of all stakeholders, including data and access needs of the counties as well as architecture and security requirements and constraints for Agency, ITS and the DAS Enterprise Security Office.

1.1.6. Provide a written report to the counties summarizing all the findings.

2. COUNTY RESPONSIBILITIES

2.1 County shall provide Contractor with access to County personnel and information as needed to allow Contractor to perform services described in Section 1, above.

2.2 County shall provide payment as described in Section 6.1, page 2, of this Agreement.



Gregory L. Geist
Director

February 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval and Adoption of Water Environment Services Five-Year Sanitary and Surface
Water Programs Capital Improvement Plan (CIP)
FY18/19 to FY22/23**

Purpose/Outcomes	Approval and adoption of WES Capital Improvement Plan FY18/19 to FY22/23
Fiscal Impact	N/A
Funding Source	WES Sanitary and Surface Water Construction and System Development Charge Funds
Duration	FY18/19 – FY22/23 (updated annually)
Previous Action	Presented at BCC Policy Session on January 22, 2019
Strategic Plan Alliance	<ol style="list-style-type: none"> 1. Supports the WES Strategic Plan to provide enterprise resiliency, infrastructure strategy and performance, and operational optimization. 2. Supports the County Strategic Plan of Building Strong Infrastructure
Contact Person	Lynne Chicoine, PE BCEE, WES Capital Program Manager Ichicoine@clackamas.us x4559

BACKGROUND

On behalf of its ratepayers, Water Environment Services (“WES”) operates and maintains more than three hundred forty miles of sanitary sewers, interceptors and force mains, twenty-one wastewater pumping stations, and five water resource recovery facilities (WRRFs). WES is also responsible for surface water management facilities within its fifty-eight square mile service area and coordinating with partner jurisdictions who are co-permittees under a jointly-issued MS4 permit.

In order to most efficiently construct capital assets and ensure new connections to the system pay their fair share, WES has developed a Capital Improvement Plan (CIP). This is consistent with WES’ Performance Clackamas strategic plan which guides our daily activities and long term planning, in this instance, the Capital Planning Program. This includes providing wastewater and stormwater infrastructure necessary to support partner communities and economic development over the next 20 years.

The CIP puts forward a prioritized plan that will maintain existing facilities, allow efficient, cost-effective operations, and provide new infrastructure to continue to protect human health and WES’ watershed for ratepayers today and into the future.

The CIP was presented to the WES Advisory Committee at their January 10, 2019, meeting at which the committee recommended adoption of the plan. The plan was then presented to the BCC at a policy session on January 22, 2019, and the BCC deliberated on it and directed staff to bring it forward at a public meeting for a vote on approval and adoption.

Once adopted, this new CIP will serve as the guide for capital investment and the establishment of system development charges for WES.

RECOMMENDATION

Staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and adopt the Five-Year Capital Improvement Plan for WES' sanitary and surface water programs.

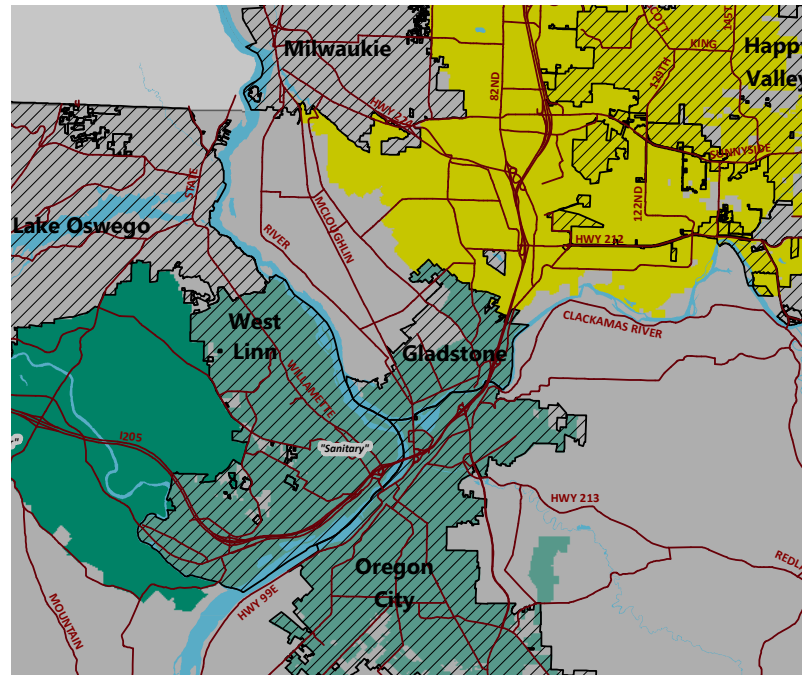
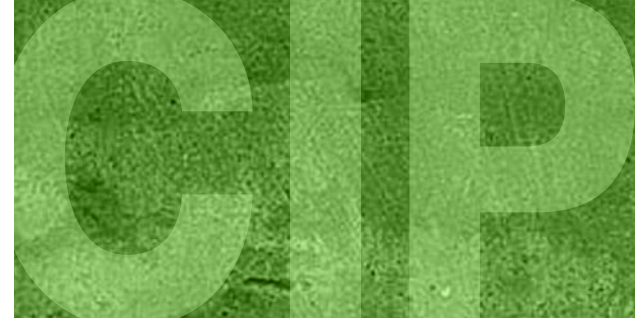
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist, Director
Water Environment Services Director

2018 - 2023
**CAPITAL
IMPROVEMENT
PLAN**

Water Environment
Services



Water Environment Services
Of
Clackamas County
Fiscal Years 2018/2019-2022/2023
Capital Improvements Plan

Board of Directors

Jim Bernard, Chair
Sonya Fischer, Commissioner
Ken Humberston, Commissioner
Paul Savas, Commissioner
Martha Schrader, Commissioner

WES Leadership Team

Greg Geist, Director
Chris Storey, Assistant Director
Lynne Chicoine, Capital Program
Greg Eyerly, Operations
Amanda Keller, Legal Counsel
Doug Waugh, Financial Services
Ron Wierenga, Environmental Services



Water Environment Services

Mission

The mission of Water Environment Services (WES) is to provide resource recovery and watershed protection services to our community so they can live, work and play in a healthy environment.

Our Lines of Business and their associated programs include the following:

Business Services

- Account Services
- Administrative Services
- Financial Management

Environmental Services

- Environmental Monitoring
- Permit Services
- Watershed Protection

Operations

- Plant Operations and Maintenance
- Resource Recovery
- Sanitary and Surface Water Maintenance

Capital

- Planning and Capital Delivery
- Asset Management

Our Strategic Results support Performance Clackamas which guide our daily activities and long term planning:

Comprehensive Plan – WES will provide the wastewater and stormwater infrastructure necessary to support partner communities and economic development over the next 20 years.

Decisions – Customers will benefit from well-informed and efficiency-minded decision making regarding wastewater infrastructure.

Continuing Operations/Utility Management – WES customers will continue to benefit from a well-managed utility.

Customer Experience – WES customers will understand, feel connected and support WES and the services they receive.

The 2018-2023 Capital Improvement Plan was developed to support WES in meeting our strategic results. The CIP puts forward a prioritized plan that will maintain existing facilities, allow efficient, cost-effective operations and provide new infrastructure to continue to protect human health and Clackamas County's water environment for ratepayers today and into the future.

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Appendix A

Sanitary Sewer Project Detail Sheets

Appendix B

Surface Water Project Detail Sheets

CAPITAL IMPROVEMENTS PROGRAM OVERVIEW

INTRODUCTION

The Board of Directors (Board) approves the annual budgets for the Department of Water Environment Services (WES, District). The goal of this document is to provide context and continuity for the budgets and capital needs year over year.

A capital project is any physical asset acquired, constructed, financed, modified or replaced with a total capital cost of \$5,000 or more and a useful life of 5 years or more. All capital projects have a definitive beginning and end. All costs needed to acquire, construct, finance or modify a physical asset are included in the estimate of a capital project's total cost, including engineering and project implementation costs. Costs must be directly related to and primarily benefit a single capital project to be considered project costs.

BACKGROUND

Beginning July 1, 2018, WES will be comprised of three service areas: Tri-City Service District (TCSD), the Surface Water Management Agency of Clackamas County (SWMACC) and Clackamas County Service District No. 1 (CCSD1).

On behalf of the ratepayers of Clackamas County, Water Environment Services operates and maintains more than 340 miles of sanitary sewers, interceptors and force mains, 21 wastewater pumping stations and five water resource recovery facilities (WRRFs), and the local collection system in Happy Valley and unincorporated areas within the service area. Each of the treatment facilities hold individual permits, four of which are National Pollution Discharge Elimination System (NPDES) permits that allow discharge to surface waters in the state of Oregon. Altogether, WES treats 6 billion gallons per year of wastewater and is in compliance with all of the terms of its permits.

Water Environment Services is also responsible for surface water management facilities. The District owns a limited amount of surface water infrastructure, but they are the operator of the vast majority of surface water infrastructure constructed with transportation systems and residential subdivisions. This includes hundreds of miles of storm pipe, thousands of inlets, and over 200 water quality treatment facilities, both in public rights of way and on private property. State and federal water quality regulations require that the public surface water system be adequately inspected, maintained, and repaired.

The WES service area is shown in Figure 1. The service areas encompasses 58 square miles.

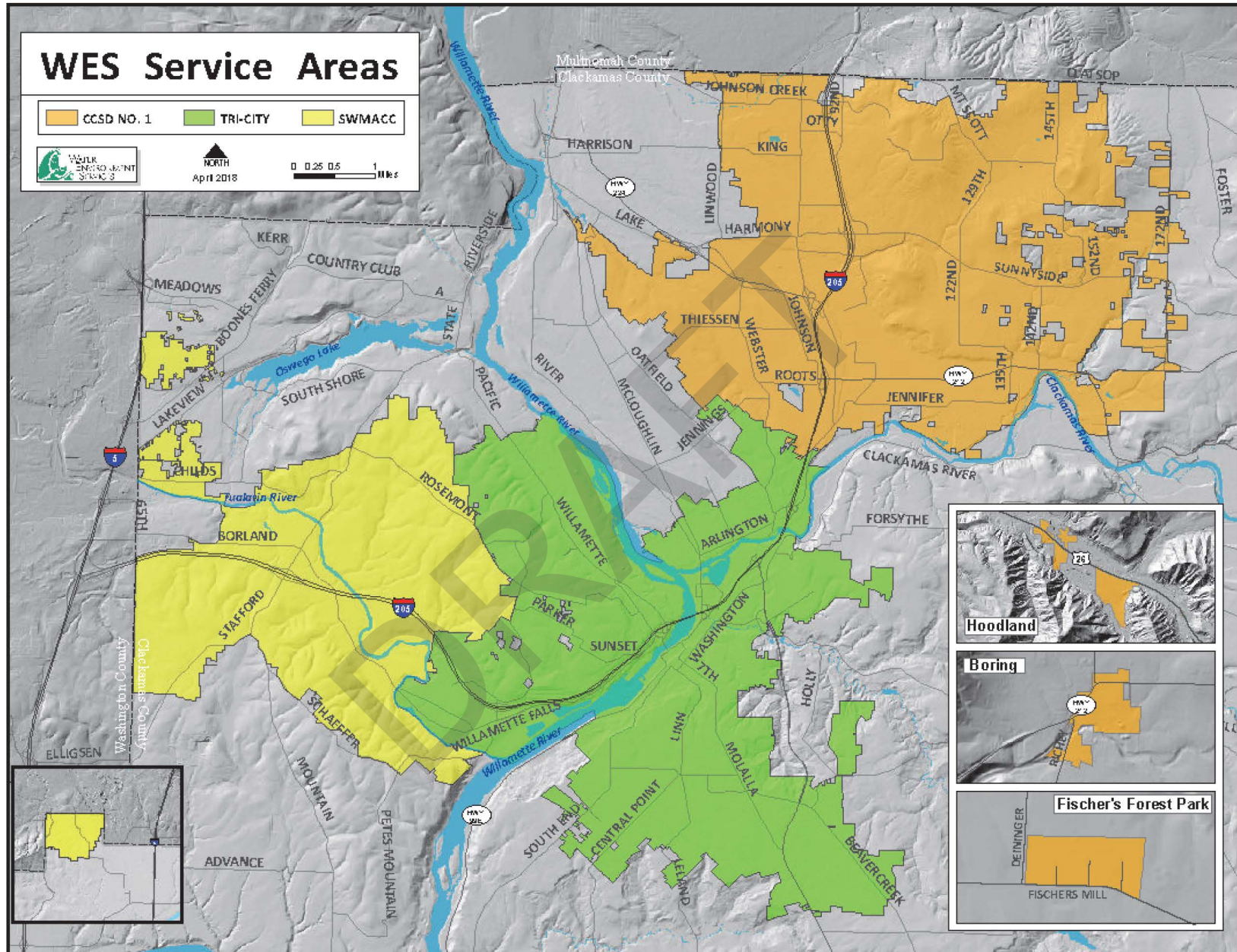


Figure 1. WES Service Districts

Sanitary Sewer and Wastewater Treatment

WES provides retail sanitary sewer services to the cities of Happy Valley and Boring and to unincorporated portions of North Clackamas County, a portion of the former city of Damascus, the communities of the Hoodland corridor, Fischer's Forest Park near Redland. WES provides wholesale wastewater treatment services to the cities of Milwaukie, Johnson City, Oregon City, West Linn, Gladstone and a small retail population outside of the cities. WES services are funded by revenues derived from rates and development fees. The District operates five wastewater treatment facilities: Tri-City WRRF, Kellogg WRRF, Hoodland WRRF, Boring WRRF and Fischer's Forest Park WRRF.

Tri-City Water Resource Recovery Facility (TC WRRF), located in Oregon City, provides treatment for wastewater from the service area and discharges to the Willamette River. The treatment plant was expanded with a state-of-the art membrane bioreactor system in 2012 to treat flow from the former CCSD1 and produces effluent that meets Oregon's highest reclaimed water standards. Digested sludge from Kellogg Creek WRRF is also dewatered at the TC WRRF under a temporary agreement until dewatering facilities are constructed at Kellogg Creek.

Kellogg Creek Water Resource Recovery Facility (KC WRRF) began operation in 1974. Because of its site limitations, WES spent \$124 million to expand liquids handling capacity at the TC WRRF, add an additional intertie pipeline, and provide improvements at the KC WRRF between 2008 and 2012. Currently, up to 12.5 million gallons per day (mgd) can be diverted from the Kellogg WRRF to the Tri-City WRRF.

Hoodland WRRF began operation in 1982 and serves the Hoodland/Welches area and the Wemme Recreational Corridor. The service area includes 6 pump stations and 22 miles of pipelines and serves a population of approximately 4000. The treatment facility provides secondary treatment with a capacity of 0.9 mgd. The facility is located in Welches and discharges to the Sandy River.

Boring WRRF serves 60 households and businesses in the city of Boring. The treatment plant consists of lagoons and a sand filter to provide tertiary treatment for up to 20,000 gallons per day.

Fischer's Forest Park WRRF began operation in 1971. It is the smallest of the treatment facilities serving 26 single family homes in the Fischer's Forest Park subdivision in the Redland area. Unlike the other WES treatment facilities, this facility does not discharge to surface water, but has a permitted sub-surface discharge via a gravity drain field.

Surface Water Program

Water Environment Services performs surface and stormwater management for the purpose of providing nonpoint source pollution controls to meet state and federal regulations with respect to surface water and drainage which includes the construction of capital improvements to address surface water quality and quantity, conducting basin analyses and other studies necessary to locate and prioritize necessary capital improvements, and to engage in non-structural solutions including, but not limited to, maintenance of surface water facilities, public education, monitoring programs, and preparation of intergovernmental agreements for a regional approach to surface water quality and quantity matters.

WES administers a Surface Water Program to protect surface water and groundwater resources from polluted storm runoff, and to coordinate compliance with state and federal water pollution laws and cleanup plans. Primary responsibilities of this program include planning and building stormwater control facilities, water quality monitoring of stormwater runoff and streams, public education and outreach, development and enforcement of water quality regulations, coordination with other municipalities, and maintenance of the public stormwater systems within our service area.

As the service area's population continues to increase, WES is committed to responsible stormwater management to keep our waterways clean for people, fish, and wildlife. Unfortunately, many past drainage and stormwater management practices and regulations have proven inadequate to prevent stormwater runoff impacts to streams and groundwater, and thousands of developed acres in Clackamas County currently contribute to problems in streams, lakes, and rivers. Expanding and improving the stormwater management infrastructure are the primary means of controlling runoff from areas of new growth and for fixing problems caused by uncontrolled runoff from existing developed areas.

Impacts of stormwater runoff on surface water are well-documented and widespread. In Clackamas County, runoff contributes to impaired stream health, diminished fish populations, and degraded habitat conditions. These impacts have been observed in the Districts' Watershed Action Plans, in various environmental studies commissioned by the District over the past 10 years, and documented in Oregon's list of impaired water bodies.

Stormwater runoff impacts water bodies in two critical ways: water quality and water quantity. Stormwater runoff from roads, fields, rooftops, parking lots, and yards carries with it a variety of pollutants deposited by everyday activities. Fertilizers, oil, grease, heavy metals, pesticides, chemicals, soil, and animal wastes all can make their way to water bodies in stormwater runoff. These pollutants degrade stream water quality, posing risks to both human health and stream life. Hard surfaces and cleared areas increase the amount and speed of runoff flowing into streams. The result is often streams that have too much flow during storms and too little flow during non-storm periods. Left unchecked, this situation leads to increased erosion during storms, decreased habitat quality, and negative impacts

to groundwater recharge, stream life, and overall water quality. Keeping existing stormwater facilities in good repair, updating old facilities, constructing new projects to remove pollutants or slow down runoff, planting trees, preserving intact forested or streamside habitats, and rehabilitating stream channels are ways the Districts and our performance partners can help limit the impacts of stormwater runoff. These activities and projects all are part of the Districts’ Stormwater Capital Program.

INDEX OF CAPITAL FUNDS

Capital expenditures are attributed to one or more capital funds depending on the purpose and location of the asset.

Fund	Fund Title	Description
632	WES Sanitary Sewer System Development Charge Fund	Provides for construction of sanitary sewer projects attributable to growth and therefore eligible for SDC funding.
639	WES Sanitary Sewer Construction Fund	Provides for construction of sanitary sewer projects financed either by bond proceeds, grants, general fund revenues or other resources.
642	WES Surface Water System Development Charge Fund	Provides for construction of surface water projects attributable to growth and therefore eligible for SDC funding.
649	WES Surface Water Construction Fund	Provides for construction of surface water projects financed either by bond proceeds, grants, general fund revenues or other resources

SANITARY SEWER PROJECTS

SANITARY SEWER PROJECT SUMMARY

The District develops a five year Capital Improvements Program (CIP) to project capital needs for the near term. Over the next few years, WES will complete a wastewater comprehensive plan to set forth capital needs for the next 20 years, and consolidate recommendations from several ongoing planning efforts. Future five-year CIPs will reflect the results of those plans. The FY 2018-23 CIP was developed as a result of input from WES leadership, management and operations staff. The wastewater engineering and operations group met several times mid-year to itemize ongoing and anticipated projects, then prioritized the projects according to the following criteria:

- Health and Safety
- Ease of Implementation
- Innovation
- Regulatory Compliance
- Reliability
- Risk Reduction

Projects which received the highest scores when ranked against these criteria were funded and will be carried forward in subsequent years of the CIP until completion.

SANITARY SEWER CIP

For sanitary sewer projects, projects are organized according to their location and/or function. Project types are Treatment (Tri-City, Kellogg Creek, Hoodland, Boring, Fischer Forest Park), Blue Heron, Collection System, Fleet, Asset Management and Pump Stations. Collection System projects include those designed, managed and maintained by WES. Asset Management projects reflect WES's ongoing asset management program which includes itemizing and characterizing the condition of our assets and prioritizing replacement needs.

Categories of projects and their corresponding projected costs for the next five fiscal years are shown in Table 1 and Figure 4. All projects shown are funded in the WES rate model.

Table 1. Sanitary Sewer Capital Budget by Project Type/Location

Project Type	Capital Budget, \$ Million				
	18/19	19/20	20/21	21/22	22/23
Tri-City WRRF	\$ 19.7	\$ 18.9	\$ 21.3	\$ 21.5	\$ 30.6
Kellogg Creek WRRF	\$ 9.2	\$ 11.6	\$ 8.5	\$ 3.0	\$ -
Hoodland WRRF	\$ 2.2	\$ 0.3	\$ -	\$ 0.5	\$ 2.7
Boring WRRF	\$ 0.05	\$ 0.05	\$ -	\$ -	\$ -
Collection System	\$ 5.0	\$ 6.1	\$ 13.5	\$ 16.1	\$ 14.7
Blue Heron	\$ -	\$ -	\$ -	\$ -	\$ 6.0
Fleet	\$ 1.0	\$ 1.0	\$ 1.0	\$ 1.1	\$ 1.3
OM Asset Management	\$ 0.8	\$ 0.8	\$ 0.8	\$ 0.8	\$ 0.8
Pump Stations	\$ 0.5	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
Water Quality Lab	\$ 0.1	\$ 0.03	\$ 0.18	\$ -	\$ -
Development Review	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1
Total	\$ 38.6	\$ 39.4	\$ 45.8	\$ 43.6	\$ 56.7

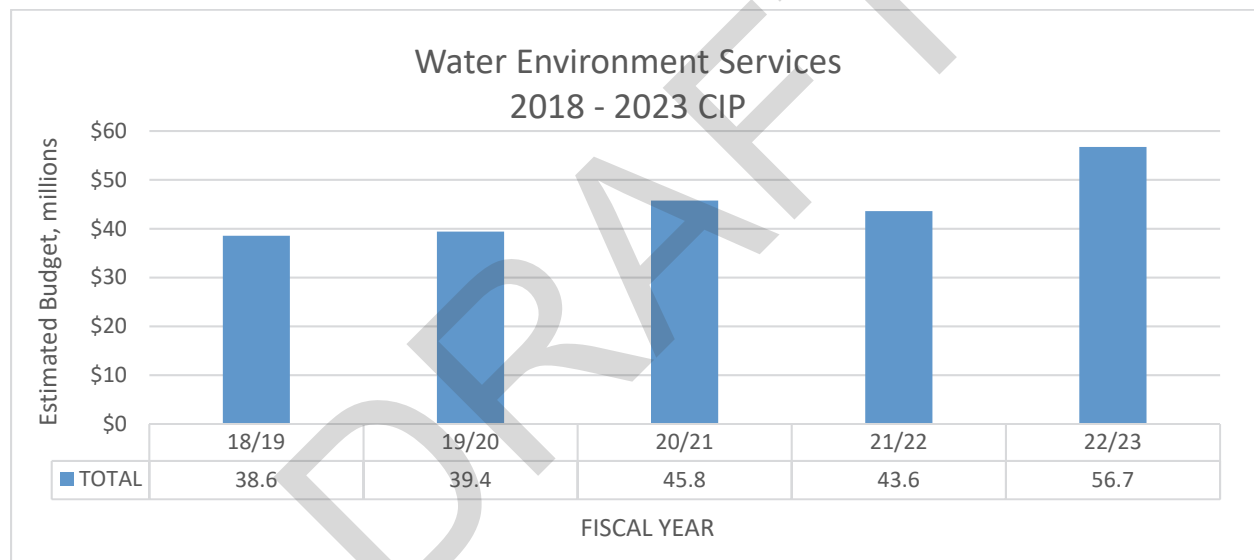


Figure 4. Sanitary Sewer Capital Budget (\$ Million)

FISCAL YEAR 2018-19

Of the \$38.6 million in the FY 2018-19 capital budget, over \$28 million is expected to be spent on the following five major projects:

Tri-City WRRF Solids Handling Project - \$14.0 million

WES has identified the need to expand and refurbish the solids handling processes at the Tri-City Water Resource Recovery Facility (TCWRRF). Project costs for FY 2018-19 include construction and engineering services during construction. The expansion and refurbishments to be constructed include new sludge stabilization and dewatering facilities, electrical distribution upgrades, digester feed tank, digested sludge storage, cake storage and loadout facility, centrate storage, biogas utilization and upgrades to existing facilities. Construction is expected to be completed in December 2020.

Kellogg Creek WRRF Improvements Project - \$9.0 million

Asset renewal and replacement at the Kellogg WRRF has been deferred over the years while a determination was made regarding the future of the facility. Now that the facility will continue its service with a capped capacity, several areas of the facility require upgrades to provide a fully reliable, functional facility. This project combines several subprojects including blower replacement, polymer system for the thickening process, aeration basin covers for odor control, flow management and improvements to the biofilter, a power distribution system, a retrofit of the return sludge pump station, influent pump station, and associated yard piping. Construction of the improvements began in 2017 and is anticipated to be completed in Summer 2020.

82nd Drive Bridge – North Approach - \$3.2 million

This project is part of a larger effort to complete the infrastructure, which diverts wet weather flows from the capacity-limited Kellogg WRRF to the Tri-City WRRF to avoid sanitary sewer overflows during storm events while providing a seismic upgrade to the bridge to allow it to provide passage for emergency vehicles. This project involves the design and construction of a replacement apron to the north end of the 82nd Drive bridge and construction of a 30-inch force main on the side of the bridge.

Tri-City WRRF Sodium Hypochlorite Disinfection - \$4.2 million

The gaseous chlorine disinfection at the TC WRRF is original to the facility and for years was industry standard. Current best practice is to use either sodium hypochlorite or ultraviolet light for disinfection to avoid the need for emergency scrubbers to contain an accidental release of chlorine gas. A sodium hypochlorite feed system will be most economical to install in the existing facilities. The project will also include improvements to the plant water system. Construction is expected to begin in Spring 2019.

Hoodland WRRF Modernization - \$2.1 million

Construction will begin in Fall 2018 on improvements necessary to maintain the existing level of service at the Hoodland WRRF (HWRRF). This project replaces pumps and adds variable frequency drives at the Arrah Wanna Pump Station (AWPS). The AWPS is the influent pump station to the Hoodland WRRF and improvements will provide redundancy at the facility and better regulate flow into the treatment plant, improving its performance. The project also replaces original electrical equipment (now obsolete), upsizes stand-by power and implements a Systems Control and Data Acquisition (SCADA) system to provide remote monitoring of the HWRRF for improved operational efficiency.

SANITARY SEWER PROJECT LIST BY PROJECT AREA

The following tables summarize funded projects listed in the CIP by project area. Individual project sheets for all projects are included in Appendix A. Actual FY 17-18 figures are unaudited.

TABLE 2. TRI-CITY WRRF PROJECT SUMMARY								
FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	2,560,000	1,011,292						
SDC	2,560,000	1,004,191						
WES								
CONST	1,440,000	1,414,781	8,990,000	6,545,000	8,745,000	11,050,000	18,130,000	53,460,000
SDC	1,440,000	555,818	10,700,000	12,425,000	12,575,000	10,500,000	12,500,000	58,700,000
TOTAL	9,060,000	3,986,082	19,690,000	18,970,000	21,320,000	21,550,000	30,630,000	112,160,000

TABLE 3. KELLOGG CREEK WRRF PROJECT SUMMARY								
FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	6,250,000	3,895,319						
SDC								
WES								
CONST			9,200,000	11,700,000	8,492,000	3,000,000		32,392,000
SDC								
TOTAL	6,250,000	3,895,319	9,200,000	11,700,000	8,492,000	3,000,000		32,392,000

TABLE 4. HOODLAND WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	900,000	392,170						
SDC								
WES								
CONST			2,200,000	250,000		250,000	1,375,000	4,075,000
SDC						250,000	1,375,000	1,625,000
TOTAL	900,000	392,170	2,200,000	250,000		500,000	2,750,000	5,700,000

TABLE 5. BORING WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST		4,377						
SDC								
WES								
CONST			50,000	50,000				100,000
SDC								
TOTAL		4,377	50,000	50,000				100,000

TABLE 6. COLLECTION SYSTEM PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	2,100,000	168,842						
SDC	1,408,000	136,962						
WES								
CONST	225,000	91,763	2,666,500	2,571,000	5,439,000	6,075,000	6,075,000	22,826,500
SDC	792,000		2,278,500	3,589,000	8,031,000	10,075,000	8,675,000	32,648,500
TOTAL	4,525,000	397,567	4,945,000	6,160,000	13,470,000	16,150,000	14,750,000	55,475,000

TABLE 7. BLUE HERON SITE PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST		194						
SDC								
WES								
CONST		1,002	100,000					100,000
SDC							6,000,000	6,000,000
TOTAL		1,196	100,000				6,000,000	6,100,000

TABLE 8. FLEET SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	710,000	648,680						
SDC								
WES								
CONST			995,000	990,000	1,041,000	1,152,000	1,285,000	5,463,000
SDC								
TOTAL	710,000	648,680	995,000	990,000	1,041,000	1,152,000	1,285,000	5,463,000

TABLE 9. OM ASSET MANAGEMENT PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	400,000	36,547						
SDC								
WES								
CONST	400,000	123,160	800,000	800,000	800,000	800,000	800,000	4,000,000
SDC								
TOTAL	800,000	159,707	800,000	800,000	800,000	800,000	800,000	4,000,000

TABLE 10. PUMP STATION PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	410,949	105,837						
SDC								
WES								
CONST	39,051	71,754	450,000	450,000	450,000	450,000	450,000	2,250,000
SDC								
TOTAL	450,000	177,591	450,000	450,000	450,000	450,000	450,000	2,250,000

TABLE 11. WATER QUALITY LAB PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST								
SDC								
WES								
CONST	52,000	48,098	125,000	27,000	184,000		60,000	396,000
SDC								
TOTAL	52,000	48,098	125,000	27,000	184,000		60,000	396,000

SURFACE WATER PROJECTS

SURFACE WATER PROGRAM SUMMARY

The Policy for the stormwater capital program is to:

- Meet the Phase 1 Municipal Stormwater Permit requirements through stormwater capital planning and capital construction.

District goals for stormwater capital projects include:

- Protect and enhance District streams and wetlands through planning and constructing modifications to the stormwater infrastructure.
- Minimize the degradation of receiving waters from impacts attributable to stormwater runoff in existing developed areas.
- Maximize public benefits of public land by providing multiple uses, including recreation, and by leveraging funding from multiple sources.
- Provide stormwater facilities for future development and redevelopment.

In support of WES's policies and goals, the capital planning process strives to:

- Prioritize projects with the greatest potential to support multiple programs and goals, including local and regional fish recovery, habitat enhancement, and water cleanup goals.
- Ensure a reliable scientific and engineering basis for projects.
- Establish that each project in the plan is needed, feasible, and cost-effective.
- Focus limited resources on the most pressing concerns and the most cost-beneficial solutions.
- Incorporate environmental benefits into needed infrastructure repair projects.
- Maintain a sufficient list of potential projects to enable replacement of any projects that become infeasible, and to take advantage of funding opportunities.

Prioritization

A robust capital planning program identifies more projects than can be implemented in a five-year plan. Prioritization is the process of determining which of the feasible projects of each type best meet program goals and provide the most cost-effective solutions. Within the constraints of regulatory requirements and available funding, the subsequent programming step strives to implement higher-priority projects. Each project type requires slightly different prioritization criteria; in all cases, criteria are intended to be simple yet meaningful. The benefit screen provides an initial prioritization step for all project types by forwarding only those projects that appear to provide significant natural resource benefits. Another key consideration goes beyond the parameters of stormwater management: in all cases, priority is given to projects that also meet other related city and county goals.

Project Types

Surface water capital projects come in many shapes and sizes, which are grouped into six basic types for evaluation and prioritization purposes.

Capital Repairs

Capital repair projects are stormwater facility repair projects that substantially extend the life of the facility. Repairs of this kind are required under the municipal stormwater permit; however, due to the often high costs associated with repair work, the permit does not set a time limit for completing these projects. Typical repair activities include replacing pipes and flow control structures, removing large amounts of accumulated sediment or vegetation, addressing drainage problems, and replacing retaining walls or access roads.

Repairing and maintaining existing infrastructure is a priority. Routine inspection of District owned or operated stormwater facilities identifies repair needs. Given regulatory requirements and funding constraints, the District intends to address as many of the existing list of repair projects as feasible by 2018.

Repair projects are required, and therefore cannot truly be subjected to a screening process; however, screening scores along with watershed assessment information and engineering judgment are used to prioritize those projects where continued malfunction poses the most serious problems, particularly threatening property and safety.

Water Quality Retrofits

A retrofit is like a remodel. Water quality retrofits include a variety of modifications to existing stormwater infrastructure to add or enhance water quality treatment, including installation of cartridge filter systems, conversion of swales to rain gardens or wet ponds, and other improvements to stormwater facilities or conveyance systems where water quality treatment is either inadequate or can be significantly improved.

Water quality retrofits typically qualify for the permit-required retrofit strategy, so a significant annual investment in these projects is expected. Water quality retrofits are located primarily in areas that have been urbanized for many years, as these areas were often developed with little or no water quality treatment and contribute disproportionately to water quality degradation. The focus is on areas with no treatment, followed by those with outdated treatment facilities.

Water quality retrofit projects are prioritized based on the severity of the project need and the results of the cost/benefit analysis.

Hydrology Improvement Facilities

Hydrology improvement facilities address problems from too much runoff. These improvements include new facilities, retrofits focused on providing detention or retention of runoff, and structural low impact development practices aimed at reducing the volume of runoff.

Hydrology improvement facilities are needed to meet obligations under permit conditions and TMDLs. These projects often address significant stormwater runoff impacts. Hydrology improvement facilities are focused on urbanizing areas where streams are still in the process of adjusting to development and increased runoff. In these areas, increased flow control can slow ongoing stream degradation, reduce pollutant loads discharged to waterways, and help promote the eventual recovery of aquatic systems.

Hydrology improvement facilities are prioritized based on the severity of the project need and the results of the cost/benefit analysis.

Underground Injection Control (UIC) Retrofits

UIC Retrofit projects improve stormwater infiltration systems that are a demonstrated threat to groundwater quality. Improvements typically include the addition of upstream treatment devices or the replacement of failing infiltration wells with stormwater retention facilities. Improvements may also include installation of spill-containment structures to mitigate the impact of accidental discharges of pollutants.

Under state regulatory requirements, the District has identified UICs and is currently assessing each one's risk of polluting groundwater. The District's obligations to retrofit failing or at-risk facilities is site-specific and situational. Some UIC retrofit projects may also satisfy municipal stormwater permit requirements for the retrofits strategy.

UIC retrofits are prioritized based on cost-benefit and the results of the risk analysis.

Restoration

The District enhances public and private properties with native vegetation, including trees. These projects maximize the ecological and stormwater benefits of the properties, supporting numerous local and regional environmental goals. In-stream Habitat improvement projects typically include channel enhancements or stabilization, floodplain reconnections, or culvert/fish barrier removal.

Tree planting projects provide stormwater benefits that often qualify for permit required controls, so they may be included in stormwater capital plans; however, these projects represent only a subset of the overall restoration program. Habitat improvement projects are usually very cost effective methods to improve stream habitat and function where past impacts have been significant. In-stream habitat improvement projects often rely on the availability of grant funding, or use remaining budget after regulatory requirements have been met.

Tree planting projects typically have a fairly constant per-acre cost across all projects, so a cost/benefit analysis does not provide significant basis for prioritization. Priority is therefore given to projects that directly benefit streams where the Oregon Department of Environmental Quality has established Water Cleanup Plans to address elevated water temperatures. At both levels, projects that support multiple program goals are given priority. In-stream habitat improvements are prioritized based on cost-benefit, applicability to recovery plans, and the degree to which the project complements other planned stormwater projects within a drainage area.

Property Acquisition for Stormwater Benefit

Occasionally, the Districts purchase sites with existing high-quality habitat along streams, in wetlands, or in forested upland areas. Preservation of these areas provides significant long-term watershed benefits, including stormwater control. Property purchases are often costly and are dependent on the availability of willing sellers; however, preventing stormwater problems before they occur is among the most cost-beneficial means of managing stormwater impacts.

Property acquisitions are prioritized and pursued as opportunities are available. When possible, the Districts seek to leverage capital funds with grant funds, and with partnership funds, such as from parks and open space programs. Selection and prioritization of property acquisitions is coordinated through various performance partners including the Districts' sanitary sewer utilities, parks and open space programs, and watershed councils.

SURFACE WATER CIP

Categories of projects and their corresponding projected costs for the next five fiscal years are shown in the following table. Costs shown are for funded projects; unfunded projects are not included.

See project detail sheets in Appendix B for more information.

Table 11. Surface Water Project Budgets by Project Area.

Project Type	Capital Budget, \$ Million				
	18/19	19/20	20/21	21/22	22/23
Carli Creek Water Quality Retrofit	\$ 1.2	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
Storm System Master Plan for CCSD No.1/Happy Valley	\$ 0.3	\$ 0.2			
Rock Creek Confluence Site Maintenance	\$ 0.01				
Mt. Scott Oak Bluff Restoration	\$ 0.52	\$ 0.01	\$ 0.008	\$ 0.005	\$ 0.003
Small Projects – ongoing	\$ 0.45	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Detention Pond Repair/Rehab	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Decant Facility	\$ 0.2	\$ 0.5	\$ -	\$ -	\$ -
Total	\$ 2.98	\$ 1.36	\$ 0.658	\$ 0.655	\$ 0.653

SURFACE WATER PROJECT LIST BY FUNDING SOURCE

TABLE 12. SURFACE WATER PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	2,480,000	2,274,905						
SDC	200,000							
WES								
CONST			2,480,000	660,000	658,000	655,000	653,000	5,106,000
SDC			500,000	700,000				1,200,000
TOTAL	2,680,000	2,274,905	2,980,000	1,360,000	658,000	655,000	653,000	6,306,000

DRAFT

DRAFT

APPENDIX A

SUMMARY OF SANITARY SEWER FUNDED PROJECTS

Project Costs:

FUNDING SOURCE	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1						
CONST						\$ -
SDC						\$ -
WES						
CONST	\$ 25,576,500	\$ 23,383,000	\$ 25,151,000	\$ 22,777,000	\$ 28,175,000	\$ 125,062,500
SDC	\$ 12,978,500	\$ 16,014,000	\$ 20,606,000	\$ 20,825,000	\$ 28,550,000	\$ 98,973,500
TOTAL	\$ 38,555,000	\$ 39,397,000	\$ 45,757,000	\$ 43,602,000	\$ 56,725,000	\$ 224,036,000

DRAFT

PROJECT DETAIL

Project Name: Tri-City WRRF Solids Handling Improvements Project **Project Number:** P632162
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 632/639
Project Status: Active

Project Description:

CCSD1 and WES have identified the need to expand and refurbish the solids handling processes at the Tri-Cities Water Resource Recovery Facility (TCWRRF). Project costs for FY 2018-19 include construction and engineering services during construction. The expansion and refurbishments to be considered include new sludge stabilization and dewatering facilities, electrical distribution upgrades, digester feed tank, digested sludge storage, cake storage and loadout facility, centrate storage, biogas utilization and upgrades to existing facilities. Construction is expected to be completed in December 2020.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 2,560,000	\$ 867,228						
SDC	\$ 2,560,000	\$ 867,228						
WES								
CONST	\$ 1,440,000	\$ 555,668	\$ 3,500,000	\$ 3,475,000	\$ 2,025,000			\$ 9,000,000
SDC	\$ 1,440,000	\$ 555,668	\$10,500,000	\$10,425,000	\$ 6,075,000			\$27,000,000
TOTAL	\$ 8,000,000	\$ 2,845,792	\$14,000,000	\$13,900,000	\$ 8,100,000			\$36,000,000

PROJECT DETAIL

Project Name: Liquids Expansion **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 632/639
Project Status: Active

Project Description:

The results of the Collection System Master Plan show that peak wet weather flow to the TC WRRF exceeds its hydraulic capacity. An upcoming facilities planning effort for the TC and KC WRRFs will define facilities that will be required to provide peak wet weather capacity for the near and long term. This project will be the wet weather expansion required to be completed within the next five years.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$12,500,000	\$16,500,000
SDC				\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$12,500,000	\$16,500,000
TOTAL				\$ 2,000,000	\$ 3,000,000	\$ 3,000,000	\$25,000,000	\$33,000,000

PROJECT DETAIL

Project Name: Wet Weather Outfall **Project Number:** P632241
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 632/639
Project Status: Active

Project Description:

Projected flows to the Tri-City WRRF were developed as part of the Collection System Master Plan (CSMP) and are expected to be approximately 176-MGD under build-out conditions. The capacity of the existing TC WRRF outfall is approximately 75 MGD and is expected to be exceeded as flows increase as projected in the CSMP. This project will provide a route study to select a preferred route to the Willamette River, acquire the necessary permits, and proceed with design and construction of a new outfall pipe from the WES Tri-City WRRF to the Willamette River.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST		\$ 1,866	\$ 200,000	\$ 1,000,000	\$ 4,000,000	\$ 4,000,000		\$ 9,200,000
SDC			\$ 200,000	\$ 1,000,000	\$ 4,000,000	\$ 4,000,000		\$ 9,200,000
TOTAL		\$ 1,866	\$ 400,000	\$ 2,000,000	\$ 8,000,000	\$ 8,000,000		\$18,400,000

PROJECT DETAIL

Project Name: Tri-City Administration Building

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

This project is for the construction of a new administration building for WES staff. The lab, maintenance, and line crew areas are in need of refurbishment or repair. WES Administration is located on the Red Soils Campus where it rents space from the County. The project requires further study and refinement to determine the most efficient solution for WES work space.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST						\$ 5,000,000	\$ 5,000,000	\$10,000,000
SDC								
TOTAL						\$ 5,000,000	\$ 5,000,000	\$10,000,000

PROJECT DETAIL

Project Name: Hypochlorite Disinfection System

Project Number: P632227

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

The gaseous chlorine disinfection at the TC WRRF is original to the facility and for years was industry standard. Current best practice is to use either sodium hypochlorite or ultraviolet light for disinfection to avoid the need for emergency scrubbers to contain an accidental release of chlorine gas. A sodium hypochlorite feed system was determined to be the most as the preferred disinfection system to install and operate at the TC WRRF. Construction is expected to begin in Spring of 2019.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST		\$ 34,590	\$ 4,220,000					\$ 4,220,000
SDC								
TOTAL		\$ 34,590	\$ 4,220,000					\$ 4,220,000

PROJECT DETAIL

Project Name: Recoat PCs/Primary Clarifier Refurbishment **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

This project provides a rehabilitation of the mechanical equipment associated with the Primary Clarifiers and the application of a protective coating to the concrete tanks. The concrete surface of the primary clarifiers are exposed to continuous wear from grit and hydrogen sulfide. The coating will help maintain the integrity of the structure and the mechanical rehab will provide an upgrade to equipment that is original to the plant.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 400,000	\$ 400,000	\$ 400,000		\$ 1,200,000
SDC								
TOTAL				\$ 400,000	\$ 400,000	\$ 400,000		\$ 1,200,000

PROJECT DETAIL

Project Name: IPS VFDs

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

Influent Pump Station VFDs are at the end of their useful life and need to be replaced.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 500,000	\$ 500,000			\$ 1,000,000
SDC								
TOTAL				\$ 500,000	\$ 500,000			\$ 1,000,000

PROJECT DETAIL

Project Name: W3 Improvements **Project Number:** P632229
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

At the TC WRRF, there are two sources of non-potable water - from the conventional and MBR trains. Both non-potable pump stations have been identified to have deficiencies. This project (to be constructed with the hypochlorite disinfection project) will address the deficiencies with both stations. At the MBR station, a small jockey pump will be installed to allow the pump station to operate more efficiently, saving energy. The conventional pump station includes the original equipment and which is at the end of its useful life. This project will overhaul the station and provide improvements to W3 water quality.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST		\$ 10,628						
SDC								
WES								
CONST		\$ 10,929	\$ 800,000					\$ 800,000
SDC								
TOTAL		\$ 21,557	\$ 800,000					\$ 800,000

PROJECT DETAIL

Project Name: MBR Cassette Replacement

Project Number:

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

The Membrane Bioreactor (MBR) is the centerpiece of the \$132 million capacity management program that was completed in 2012. MBR cassettes require periodic replacement. This project will replace a portion of the cassettes in the MBR with cassettes that utilize a new aeration system developed by GE Water Process Technology which reduces air requirements by 25-30%. This reduction will result in energy savings and reduced maintenance requirements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST							\$ 630,000	\$ 630,000
SDC								
TOTAL							\$ 630,000	\$ 630,000

PROJECT DETAIL

Project Name: PLCs 3A (Blower, CI, RAS) **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

PLCs are control systems for treatment processes and require modernizing on a rotating basis as the hardware becomes obsolete.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 120,000	\$ 120,000	\$ 120,000			\$ 360,000
SDC								
TOTAL			\$ 120,000	\$ 120,000	\$ 120,000			\$ 360,000

PROJECT DETAIL

Project Name: Recoat Aeration Basins **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

This project provides coating of the aeration basins. The concrete surface of the aeration basins are exposed to continuous wear from grit, air scour and gases. Coating will help maintain the integrity of the structures.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 150,000	\$ 150,000		\$ 300,000
SDC								
TOTAL					\$ 150,000	\$ 150,000		\$ 300,000

PROJECT DETAIL

Project Name: Security Locks Internal to Plant

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

Security access to internal buildings will be upgraded in a phased approach for consistency with main plant access. It is intended that access will be updated as facilities are constructed, where applicable.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 50,000	\$ 50,000	\$ 50,000			\$ 150,000
SDC								
TOTAL			\$ 50,000	\$ 50,000	\$ 50,000			\$ 150,000

PROJECT DETAIL

Project Name: Process Software (Data Management) **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

Water resource recovery facilities include complex hydraulic, chemical and biological systems. Current wastewater treatment practice includes use of process control software to collect data to inform operators about the collection system and treatment process performance and allows operators to monitor and control the collection system and treatment processes in the most efficient and reliable manner. This fund will provide software, configuration and implementation services for WES treatment facilities and the laboratory as defined in the IT business plan.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 100,000					\$ 100,000
SDC								
TOTAL			\$ 100,000					\$ 100,000

PROJECT DETAIL

Project Name: Rossman Landfill Mitigation Project

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 632

Project Status: Active

Project Description:

Rossman Landfill was to be mitigated as part of the Phase 1 construction but this portion of the Phase 1 project was not constructed. The cost for this project is a placeholder.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC					\$ 1,000,000	\$ 5,000,000		\$ 6,000,000
TOTAL					\$ 1,000,000	\$ 5,000,000		\$ 6,000,000

PROJECT DETAIL

Project Name: Lab **Project Number:** Various
Project Subprogram: Capital Delivery/Lab **Fund:** 639
Project Status: Active

Project Description:

Lab equipment has been identified as needing replacement due to normal use.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST	\$ 52,000	\$ 48,098	\$ 125,000	\$ 27,000	\$ 184,000		\$ 60,000	\$ 396,000
SDC								
TOTAL	\$ 52,000	\$ 48,098	\$ 125,000	\$ 27,000	\$ 184,000		\$ 60,000	\$ 396,000

PROJECT DETAIL

Project Name: Kellogg Creek WRRF Improvements Project **Project Number:** P632139
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Active

Project Description:

Asset renewal and replacement at the Kellogg WRRF has been deferred over the years while a determination was made regarding the future of the facility. Now that the facility will continue its service with a capped capacity, several areas of the facility require upgrades to provide a fully reliable, functional facility. This project combines several subprojects including blower replacement, polymer system for the thickening process, aeration basin covers for odor control, flow management and improvements to the biofilter, a power distribution system, a retrofit of the return sludge pump station, influent pump station, and associated yard piping. Construction of the improvements began in 2017 and is anticipated to be completed in Summer 2020.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 6,000,000	\$ 3,606,562						
SDC								
WES								
CONST			\$ 9,000,000	\$10,000,000	\$ 4,000,000			\$23,000,000
SDC								
TOTAL	\$ 6,000,000	\$ 3,606,562	\$ 9,000,000	\$10,000,000	\$ 4,000,000			\$23,000,000

PROJECT DETAIL

Project Name: Kellogg Dewatering and Digester Complex Improvements

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

Currently, digested sludge from the Kellogg Facility is hauled to liquid land application sites in the Willamette Valley during the summer and dewatered at the Tri-City facility when fields are too wet for land application during the rainy season. Dewatered biosolids are hauled to eastern Oregon for beneficial reuse. Limited land and seasonal availability is making liquid land application an uncertain option for future and has seasonal restrictions. This project would provide dewatering at the Kellogg Facility with related improvements to the digester complex. The budget for this project was increased to include new thickening equipment, the replacement of which was originally in the Kellogg Improvements project.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 1,500,000	\$ 3,500,000	\$ 3,000,000		\$ 8,000,000
SDC								
TOTAL				\$ 1,500,000	\$ 3,500,000	\$ 3,000,000		\$ 8,000,000

PROJECT DETAIL

Project Name: Grit Hopper and Collection System

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project will replace the drive and sweeps for the grit processing equipment which is at the end of its useful life.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 200,000	\$ 400,000			\$ 600,000
SDC								
TOTAL				\$ 200,000	\$ 400,000			\$ 600,000

PROJECT DETAIL

Project Name: W3 Project

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project is the replacement of the W3 system at Kellogg. The replacement was originally included in the Kellogg Improvements project but was deferred due to budget constraints.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 308,000			\$ 308,000
SDC								
TOTAL					\$ 308,000			\$ 308,000

PROJECT DETAIL

Project Name: Primary Sludge PS

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project replaces the existing primary sludge pump station. The project was originally included in the Kellogg Improvements project but was deferred due to project constraints.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 284,000			\$ 284,000
SDC								
TOTAL					\$ 284,000			\$ 284,000

PROJECT DETAIL

Project Name: Kellogg Creek Bridge

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

The Kellogg Creek Bridge was damaged in a December 2015 storm. WES has agreed to share costs for repair with the city of Milwaukee through an existing IGA. Terms will be negotiated. The repair is partially funded by FEMA.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 150,000	-						
SDC								
WES								
CONST			\$ 150,000					\$ 150,000
SDC								
TOTAL	\$ 150,000	-	\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Admin Lab and Lunch Room

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project would refurbish the process lab and lunch room at the Kellogg Facility.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 50,000					\$ 50,000
SDC								
TOTAL			\$ 50,000					\$ 50,000

PROJECT DETAIL

Project Name: Hoodland Plant Modernization **Project Number:** P632208
Project Subprogram: Capital Delivery/Hoodland WRRF **Fund:** 639
Project Status: Active

Project Description:

Construction will begin in Fall 2018 on improvements necessary to maintain the existing level of service at the Hoodland WRRF (HWRRF). This project replaces pumps and adds variable frequency drives at the Arrah Wanna Pump Station (AWPS). The AWPS is the influent pump station to the Hoodland WRRF and improvements will provide redundancy at the facility and better regulate flow into the treatment plant, improving its performance. The project also replaces original electrical equipment (now obsolete), upsizes stand-by power and implements a Systems Control and Data Acquisition (SCADA) system to provide remote monitoring of the HWRRF for improved operational efficiency.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 900,000	\$ 333,015						
SDC								
WES								
CONST			\$ 2,100,000					\$ 2,100,000
SDC								
TOTAL	\$ 900,000	\$ 333,015	\$ 2,100,000					\$ 2,100,000

PROJECT DETAIL

Project Name: RBC Access

Project Number:

Project Subprogram: Capital Delivery/Hoodland WRRF

Fund: 639

Project Status: Active

Project Description:

This project would provide safer access to the RBC units for operation and maintenance staff.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 100,000	\$ 250,000				\$ 350,000
SDC								
TOTAL			\$ 100,000	\$ 250,000				\$ 350,000

PROJECT DETAIL

Project Name: Hoodland Secondary Treatment Upgrade

Project Number:

Project Subprogram: Capital Delivery/Hoodland WRRF

Fund: 639

Project Status: Active

Project Description:

Secondary treatment at the Hoodland Facility is provided by rotating biological contactors (RBCs) that are original to the facility. The technology is old and at some point will not be supported. This project will replace the RBCs with state of the art technology selected from an evaluation of alternatives using life cycle cost and non-cost criteria.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST						\$ 250,000	\$ 1,375,000	\$ 1,625,000
SDC						\$ 250,000	\$ 1,375,000	\$ 1,625,000
TOTAL						\$ 500,000	\$ 2,750,000	\$ 3,250,000

PROJECT DETAIL

Project Name: Boring Upgrades **Project Number:** P632235
Project Subprogram: Capital Delivery/Boring WRRF **Fund:** 639
Project Status: Active

Project Description:

This project will convert the disinfection process at the Boring WWTF to UV and install automation to operate the plant.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 50,000	\$ 50,000				
SDC								
TOTAL			\$ 50,000	\$ 50,000				\$ 100,000

PROJECT DETAIL

Project Name: 82nd Drive Bridge - Replace North Approach **Project Number:** P632165
Project Subprogram: Capital Delivery/Collection System **Fund:** 632/639
Project Status: Active

Project Description:

This project is part of a larger effort to complete the infrastructure which diverts wet weather flows from the capacity-limited Kellogg WRRF to the Tri-City WRRF to avoid sanitary sewer overflows during storm events while providing a seismic upgrade to the bridge to allow it to provide passage for emergency vehicles. This project involves the design and construction of a replacement apron to the north end of the 82nd Drive bridge and construction of a 30-inch force main on the side of the bridge.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC	\$ 1,408,000	\$ 136,962						
WES								
CONST			\$ 1,472,000					\$ 1,472,000
SDC	\$ 792,000		\$ 1,728,000					\$ 1,728,000
TOTAL	\$ 2,200,000	\$ 136,962	\$ 3,200,000					\$ 3,200,000

PROJECT DETAIL

Project Name: Pipe Rehabilitation and Replacement

Project Number: Various

Project Subprogram: Capital Delivery/Collection System

Fund: 632/639

Project Status: Active

Project Description:

Sanitary sewer pipe is subject to degraded condition through exposure to chemicals, organic growths, and soil movement. This degradation leads to defects in pipe which can result in surface water and groundwater infiltration into the collection system, straining treatment capacities and increasing risk of pipe failure. This project will repair and/or replace damaged and aging pipelines utilizing methods including pipe-lining, pipe bursting and replacement.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 500,000	\$ 49,544						
SDC								
WES								
CONST			\$ 375,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,375,000
SDC			\$ 375,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,375,000
TOTAL	\$ 500,000	\$ 49,544	\$ 750,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,750,000

PROJECT DETAIL

Project Name: I/I Reduction Program **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

Inflow and Infiltration (I/I) is clean groundwater and/or rainwater that enters the sewer system through direct connections such as roof drains or area drains or defects such as leaking joints or manholes. When the amount of I/I becomes excessive it can cause capacity deficiencies in the sewer system and possible overflows. When the amount of I/I becomes excessive it is more cost effective to remove the I/I than upsize infrastructure or treatment facilities to transport and treat the extraneous clean water. This project will involve activities to identify areas of high I/I and their sources and include design and construction of sewer rehabilitation projects, to abate the I/I.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC				\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,000,000
TOTAL				\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,000,000

PROJECT DETAIL

Project Name: Manhole Rehabilitation **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

This project will rehabilitate aging manholes which have degraded condition through normal exposure to chemical and biological components and soil movement. Rehabilitation efforts to reduce risk will range from cleaning and spray lining to complete manhole replacement depending upon the degree of wear.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST	\$ 150,000		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
SDC			\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
TOTAL	\$ 150,000		\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000

PROJECT DETAIL

Project Name: Last Road Pipe Rehabilitation **Project Number:** P632215
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

This project will relay approximately 1650 lf of 8" sewer to remove sags or bellies in the pipe which cause maintenance issues.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 130,000					\$ 130,000
SDC								
TOTAL			\$ 130,000					\$ 130,000

PROJECT DETAIL

Project Name: Flow Monitoring
SCADA Master Plan Recommendations and Meter Upgrades

Project Number: P632209

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

The recent installation of a fiber optics grid in Clackamas County has provided an opportunity for the Districts to enhance and standardize their Systems Control and Data Acquisition (SCADA) system. This project will upgrade SCADA software and hardware to current technology and create operating efficiencies by providing real-time operating data and enabling continuous equipment monitoring in both districts.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 75,000	\$ 113,685						
SDC								
WES								
CONST	\$ 75,000	\$ 58,391	\$ 150,000					\$ 150,000
SDC								
TOTAL	\$ 150,000	\$ 172,076	\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Lucy Mobile Software

Project Number:

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

This project will provide access to WES's asset management system (Lucy) to our field crews so they can enter data as they work, making their work more efficient and data more reliable.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 15,000					\$ 15,000
SDC								
TOTAL			\$ 15,000					\$ 15,000

PROJECT DETAIL

Project Name: Pump Stations (WSC)

Project Number: TBD

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

Small pump stations in the Hoodland service area need to be rehabbed and updated.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 200,000				\$ 200,000
SDC								
TOTAL				\$ 200,000				\$ 200,000

PROJECT DETAIL

Project Name: Carver Sewer **Project Number:** P632239
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

This project includes the installation of 2 new sewer manholes and approximately 200' of new 8" sewer pipe to serve businesses with failing septic systems.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST		\$ 5,613						
SDC								
WES								
CONST			\$ 49,500					\$ 49,500
SDC			\$ 100,500					\$ 100,500
TOTAL		\$ 5,613	\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Willamette Pump Station Upgrade **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
District: WES **Project Status:** Active

Project Description:

Over the past several years, the Willamette Pump Station, constructed in 1986, has experienced a variety of electrical, mechanical, hydraulic, and pipeline conveyance issues. These issues have resulted in increased labor costs due to maintenance, sanitary sewer overflows, and concerns over design capacity. This project replaces critical pump station components that are failing or at risk of failure to address capacity issues, reduce maintenance costs, provide reliable service, and meet DEQ regulatory requirements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST		\$ 33,372		\$ 250,000				\$ 250,000
SDC								
TOTAL		\$ 33,372		\$ 250,000				\$ 250,000

PROJECT DETAIL

Project Name: Willamette Interceptor Capacity Upgrade **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

The Willamette Interceptor receives flows from the Willamette Pump Station and the Willamette force main. This project includes evaluation and rehabilitation of manholes and the interceptor between the West Linn side of the old Oregon City bridge and the downstream end of the Willamette Interceptor near the TC WRRF.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 1,000,000	\$ 2,150,000	\$ 2,500,000	\$ 2,500,000	\$ 8,150,000
SDC				\$ 1,000,000	\$ 2,150,000	\$ 2,500,000	\$ 2,500,000	\$ 8,150,000
TOTAL				\$ 2,000,000	\$ 4,300,000	\$ 5,000,000	\$ 5,000,000	\$16,300,000

PROJECT DETAIL

Project Name: Gladstone Pump Station and Force Main Upgrades **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

The Gladstone Pump Station was constructed in 1985 and has significant needs for upgrades ranging from updating obsolete MCCs and controls to pumps that are beyond their useful life. Current planning efforts will provide a condition assessment and recommendations for improvements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 360,000	\$ 720,000			\$ 1,080,000
SDC								
TOTAL				\$ 360,000	\$ 720,000			\$ 1,080,000

PROJECT DETAIL

Project Name: Rock Creek Interceptor Extension **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

A Preliminary Routing Analysis was completed in 2007 for the extension of the Rock Creek Interceptor. It is anticipated that the interceptor will be extended to the north and east. Work is currently underway to determine the required schedule for implementation, but preliminary indications are that the north extension may be required within the 5 year CIP window. The project is included in the CIP as a place holder until the current study is complete. The estimated cost is for the north extension.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC				\$ 1,000,000	\$ 3,000,000	\$ 3,000,000		\$ 7,000,000
TOTAL				\$ 1,000,000	\$ 3,000,000	\$ 3,000,000		\$ 7,000,000

PROJECT DETAIL

Project Name: Emergency Generator for River St

Project Number: TBD

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

This project will provide an emergency generator at the River Street Pump Station in West Linn for reliable operation.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 250,000					\$ 250,000
SDC								
TOTAL			\$ 250,000					\$ 250,000

PROJECT DETAIL

Project Name: Clackamas Interceptor Capacity Improvements **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

The Clackamas Interceptor has been shown in past studies to be lacking in capacity to serve the current service area. Now that the upstream Rock Creek Interceptor has been constructed and there is growing interest in development in areas contributing to the Rock Creek interceptor, additional capacity will need to be added. Work is underway to assess the condition and current and future capacity needs for the Clackamas Interceptor.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 1,250,000	\$ 3,000,000	\$ 3,000,000	\$ 7,250,000
SDC					\$ 1,250,000	\$ 3,000,000	\$ 3,000,000	\$ 7,250,000
TOTAL					\$ 2,500,000	\$ 6,000,000	\$ 6,000,000	\$14,500,000

PROJECT DETAIL

Project Name: Sieben Lane Pump Station Alternatives **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

In the early 1990s the District planned a collection system project to construct a main line interceptor (Sieben Lane Interceptor) to serve the Sieben creek drainage basin. Due to external circumstances, the interceptor was not constructed. Instead, in 1993 a pump station was constructed to serve development. The District is in the process of updating the collection system master plan and will be conducting a cost analysis to determine the feasibility of constructing the Sieben Lane Interceptor and abandoning the pump station. The feasibility of the project will again depend on external factors. This project is a place holder for replacement of the pump station.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 186,000	\$ 744,000			\$ 930,000
SDC				\$ 14,000	\$ 56,000			\$ 70,000
TOTAL				\$ 200,000	\$ 800,000			\$ 1,000,000

PROJECT DETAIL

Project Name: Linwood Pump Station **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

This pump station will convey some portion of the NCRA flows currently flowing to the city of Portland, back to the WES system, freeing up capacity for flow from Happy Valley to the city of Portland. This approach is less costly than constructing a pump station to pump Happy Valley flows directly to the CCSD1 system. WES already owns the pump station site property.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC							\$ 1,600,000	\$ 1,600,000
TOTAL							\$ 1,600,000	\$ 1,600,000

PROJECT DETAIL

Project Name: Hoodland Pump Stations **Project Number:** P632232
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

The Timberline Rim and Sandy River Lane pump stations were identified in the Hoodland Master Plan as needing to be relocated further away from the Sandy River, which recently changed course. This project provides for new pump stations so to provide a higher level of service. A project is currently underway to secure property to site the new pump stations.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 150,000					\$ 150,000
SDC								
TOTAL			\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Blue Heron Treatment Facilities **Project Number:** P631991
Project Subprogram: Capital Delivery/Blue Heron **Fund:** 632
Project Status: Active

Project Description:

This project includes the purchase, remediation, and restoration of the former Blue Heron Paper Company West Linn facility. The industrial wastewater treatment lagoon and outfall to the Willamette River provides the Districts with additional capacity for growth and economic development while maintaining the ability to meet regulatory requirements. The cost of the project is jointly shared between the Districts and includes the prior year purchase of the 39 acre site as well as future efforts directed at remediation and restoration of the 14 acre industrial wastewater treatment lagoon.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST		\$ 194						
SDC								
WES								
CONST		\$ 1,002						
SDC							\$ 6,000,000	\$ 6,000,000
TOTAL		\$ 1,196					\$ 6,000,000	\$ 6,000,000

PROJECT DETAIL

Project Name: Solar Bees, Security

Project Number:

Project Subprogram: Capital Delivery/Blue Heron

Fund: 639

Project Status: Active

Project Description:

The Blue Heron site has been vandalized and requires additional security measures. Solar Bees are solar operated mixers in the lagoon. Additional units may be required.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 100,000					
SDC								
TOTAL			\$ 100,000					\$ 100,000

PROJECT DETAIL

Project Name: Fleet- Heavy Equipment

Project Number: Various

Project Subprogram: Capital Delivery/Fleet

Fund: 639

Project Status: Active

Project Description:

This project pool funds the replacement of aging equipment used in plant operations, pipeline and infrastructure maintenance, and biosolids distribution and application.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 550,000	\$ 461,518						
SDC								
WES								
CONST			\$ 720,000	\$ 525,000	\$ 795,000	\$ 910,000	\$ 1,125,000	\$ 4,075,000
SDC								
TOTAL	\$ 550,000	\$ 461,518	\$ 720,000	\$ 525,000	\$ 795,000	\$ 910,000	\$ 1,125,000	\$ 4,075,000

PROJECT DETAIL

Project Name: Vehicle Replacement

Project Number: Various

Project Subprogram: Capital Delivery/Fleet

Fund: 639

Project Status: Active

Project Description:

This project pool replaces aging fleet including vehicles used for line and facility maintenance, sampling, biosolids, surface water, and district support functions. Specific vehicle purchases will be determined during each fiscal year and are based on an assessment that weighs the costs of maintenance versus the costs of replacement and includes such criteria as miles driven, hours used, age of equipment, and economic life. The goal of this project pool is to systematically replace District vehicles to minimize the impact on rates without adversely impacting service levels.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 160,000	\$ 187,162						
SDC								
WES								
CONST			\$ 275,000	\$ 465,000	\$ 246,000	\$ 242,000	\$ 160,000	\$ 1,388,000
SDC								
TOTAL	\$ 160,000	\$ 187,162	\$ 275,000	\$ 465,000	\$ 246,000	\$ 242,000	\$ 160,000	\$ 1,388,000

PROJECT DETAIL

Project Name: Asset Management - Renewal and Replacement **Project Number:** Various
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

These funds are reserved for small projects related to operational assets which are capital in nature, including small pump replacements, minor system and process updates, and small machinery. The intent is to replace or upgrade high risk assets efficiently thereby maintaining effective treatment plant operations. Specific efforts in this fund will include electrical updates, instrumentation upgrades, and process HVAC system improvements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST	\$ 400,000	\$ 123,160	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
SDC								
TOTAL	\$ 400,000	\$ 123,160	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000

PROJECT DETAIL

Project Name: Asset Management - Renewal and Replacement **Project Number:** Various
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Active

Project Description:

These funds are reserved for small projects related to operational assets which are capital in nature, including small pump replacements, minor system and process updates, and small machinery. The intent is to replace or upgrade high risk assets efficiently thereby maintaining effective treatment plant operations. Specific efforts for this fund include electrical updates, sump pump replacements, and instrumentation upgrades.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 650,000	\$ 36,547						
SDC								
WES								
CONST			\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
SDC								
TOTAL	\$ 650,000	\$ 36,547	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000

PROJECT DETAIL

Project Name: Pump Station Improvements **Project Number:** Various
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

These funds are reserved for renewal and replacement of pump station assets to increase reliability. Specific efforts in this project class include electrical updates, pump replacements, and instrumentation upgrades.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 410,949	\$ 105,837						
SDC								
WES								
CONST	\$ 39,051	\$ 71,754	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,250,000
SDC								
TOTAL	\$ 450,000	\$ 177,591	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,250,000

DRAFT

APPENDIX B

SUMMARY OF FUNDED SURFACE WATER PROJECTS

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 2,480,000	\$ 2,274,905	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SDC	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WES								
CONST	\$ -	\$ -	\$ 2,480,000	\$ 660,000	\$ 658,000	\$ 655,000	\$ 653,000	\$ 5,106,000
SDC	\$ -	\$ -	\$ 500,000	\$ 700,000	\$ -	\$ -	\$ -	\$ 1,200,000
TOTAL	\$ 2,680,000	\$ 2,274,905	\$ 2,980,000	\$ 1,360,000	\$ 658,000	\$ 655,000	\$ 653,000	\$ 6,306,000

DRAFT

PROJECT DETAIL

Project Name: Carli Creek Enhancement and Water Quality Project **Project Number:** P641962
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

CCSD#1 purchased the 15-acre Carli Property in January 2012 in order to construct a regional water quality facility that will remove pollutants in runoff from developed industrial areas. The project will re-route urban runoff through a regional stormwater quality facility that will reduce negative impacts of high storm flows and pollutants in the creek; restore nearly 3,000 feet of critical salmon and steelhead rearing habitat; and provide regional stormwater management for future development in the Carli Creek watershed.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 2,000,000	1,803,008						
SDC								
WES								
CONST			\$ 1,250,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 1,450,000
SDC								
TOTAL	\$ 2,000,000	1,803,008	\$ 1,250,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 1,450,000

PROJECT DETAIL

Project Name: Mt. Scott Creek Oak Bluff Reach Restoration **Project Number:** P642207
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

Development in the Mt Scott Creek watershed has significantly altered hydrology and sediment inputs, resulting in flashier peak flows, flooding and transport of sediment out of the project reach. Reduction of riparian vegetation and wood from the channel has reduced stream complexity. Steelhead, cutthroat and coho salmon use this reach, but in low numbers. Banks are unstable in portions of the project area. This project will improve habitat and stabilize streambanks by installing large woody debris (LWD), creating an approximately 1.5 acre backwater habitat, removing a small culvert that is a barrier to off-channel habitat, and replacing invasive vegetation with native plants over approximately 12 acres.

Project also includes partnering with watershed council and ODFW, volunteer planting events, new trail and interpretive signs, and monitoring to ensure the project meets objectives.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 30,000	\$ 203,393						
SDC								
WES								
CONST			\$ 520,000	\$ 10,000	\$ 8,000	\$ 5,000	\$ 3,000	\$ 546,000
SDC								
TOTAL	\$ 30,000	203,393	\$ 520,000	\$ 10,000	\$ 8,000	\$ 5,000	\$ 3,000	\$ 546,000

PROJECT DETAIL

Project Name: Storm System Master Plan

Project Number: TBD

Project Subprogram: Watershed Protection

Fund: 642

Project Status: Active

Project Description:

WES is preparing a Stormwater Master Plan on behalf of Clackamas County Service District No. 1 (CCSD#1) and the City of Happy Valley. The Plan will provide capital improvement projects and priorities, system management and maintenance recommendations, programmatic recommendations, and recommendations for funding needs and strategies. The list of capital improvements will serve as a basis for completing SDC eligible projects, and may be used to update WES's surface water SDC amount.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST								
SDC								
WES								
CONST								
SDC			\$ 300,000	\$ 200,000				\$ 500,000
TOTAL		-	\$ 300,000	\$ 200,000				\$ 500,000

PROJECT DETAIL

Project Name: Rock Creek Confluence Site Maintenance

Project Number: TBD

Project Subprogram: Watershed Protection

Fund: 649

Project Status: Active

Project Description:

Site maintenance for FY 2018-19 consists of correcting any issues found with continued monitoring of in-stream elements and plant survival. This may include hiring a contractor for spot control of weeds, re-planting trees and shrubs, correcting in-stream elements, or maintenance that may be needed for the shelter.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST		\$ 16,255						
SDC								
WES								
CONST			\$ 10,000					\$ 10,000
SDC								
TOTAL		16,255	\$ 10,000					\$ 10,000

PROJECT DETAIL

Project Name: Small Projects **Project Number:** Various
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

Small Projects include vegetation management services, maintenance projects, and small drainage projects within the District. Vegetation management services may include weed control, planting native vegetation, seeding, and monitoring and maintenance for two to three years following initial treatment. Other small projects may include work to improve drainage issues when flooding is caused by District owned stormwater infrastructure, installing small low impact development facilities such as rain gardens, and repairs or regular maintenance of existing stormwater infrastructure.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 200,000	\$ 64,071						
SDC								
WES								
CONST			\$ 450,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,850,000
SDC								
TOTAL	\$ 200,000	64,071	\$ 450,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,850,000

PROJECT DETAIL

Project Name: Detention Pond Repair/Rehab **Project Number:** Various
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

WES is planning to remove silt and vegetation from 4-6 detention ponds to return the ponds to their original design. Since the original installation, the ponds have become overgrown with vegetation. The pond bottoms are filled with vegetation and silt making them ineffective for stormwater treatment.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 250,000	188,178						
SDC								
WES								
CONST			\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000
SDC								
TOTAL	\$ 250,000	188,178	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000

PROJECT DETAIL

Project Name: Decant Facility

Project Number:

Project Subprogram: Watershed Protection

Fund: 642

Project Status: Active

Project Description:

Project includes design and construction of a regional decant facility that would potentially serve multiple entities including local jurisdictions. The existing decant facility is under-sized and an assessment of potential facility location, partners, regional needs and customer relationships will be performed.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST								
SDC	\$ 200,000	-						
WES								
CONST								
SDC			\$ 200,000	\$ 500,000				\$ 700,000
TOTAL	\$ 200,000	-	\$ 200,000	\$ 500,000				\$ 700,000





Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Public Improvement Contract
between Water Environment Services and Northstar Chemical, Inc. for the
Chemical Supply for Water Environment Services

Purpose/Outcomes	Execution of the contract between Water Environment Services (“WES”) and Northstar Chemical for the Chemical Supply needs of the various WES plants.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$500,000.00 annually, with a total contract value of \$3,200,000.00.
Funding Source	WES Operations Fund. No General Funds involved.
Duration	June 30, 2022 with the option for two (2) additional two (2) year renewals.
Previous Board Action	N/A
Strategic Plan Assignment	<ol style="list-style-type: none">1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure.2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Contact Person	Darren Eki, Plant Operations Supervisor 503-557-2804

BACKGROUND:

Clackamas County Water Environment Services (WES) provides wastewater management services to over 150,000 people in Clackamas County, Oregon and operates multiple wastewater treatment plants; all of which utilize chemicals for process control.

WES includes the Tri-City WRRF, located in Oregon City servicing Happy Valley, West Linn, Gladstone and Oregon City; Kellogg Creek WRRF (formerly known as the Kellogg Creek WPCP) located in Milwaukie, serving Happy Valley, unincorporated North Clackamas County and wholesale customers in the City of Milwaukie and Johnson City, as well as the Hoodland Sewage Treatment Plant (STP), located in Welches serving the Mt. Hood Recreational Corridor of Clackamas County. The Boring STP serves the community of Boring.

Clackamas County WES manages all aspects of wastewater including wastewater treatment and biosolids management. Chemical demands at these facilities vary from Influent pH control of the MBR to chlorination/dechlorination of our Effluent. Biosolids processed in the plants’ digesters are currently dosed with polymer to initiate coagulation of solids, then hauled and land applied on agricultural lands in Sherman County.

The WES operated treatment facilities utilize various chemicals to meet regulatory compliance requirements. Daily consumption varies upon changes in flow, water quality, and process

control demands. The awarded contracts will be used to fulfill the chemical needs for regulatory compliance and to keep the plants running at optimal efficiency.

PROCUREMENT PROCESS:

The project was requested by Darren Eki and Kim McRobbie. This project was advertised in accordance with ORS and LCRB Rules on November 11, 2018. On December 18, 2018, six (6) proposals were received: Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; Two Rivers Terminal LLC; Hasa, Inc.; and JCI Jones Chemicals. Upon evaluation of the submitted proposals, WES assembled an evaluation committee that scored Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; and Two Rivers Terminal LLC the highest and recommended a contract be awarded to each. Hasa, Inc. and JCI Jones Chemicals were not offered a contract due to their submitted proposals being incomplete and failing to provide pricing.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contracts between Water Environment Services and Northstar Chemical, Inc. for the Chemical Supply for Water Environment Services with a contract amount not to exceed \$500,000.00 annually, with a total contract value of \$3,200,000.00.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the BCC agenda _____ by Procurement.



GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Northstar Chemical, Inc.** ("Contractor"), and Water Environment Services, a political subdivision of the State of Oregon ("District") for the purposes of providing chemical supply and delivery to Water Environment Services.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2022**. This Contract may be renewed for two (2) additional two (2) year terms upon written approval of both parties. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2018-104 Chemical Supply for Water Environment Services published November 15, 2018 inclusive of Addenda #1, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's Proposal attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representatives for this contract are: Darren Eki and Kim McRobbie.

III. COMPENSATION

- 1. PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **five hundred thousand dollars (\$500,000.00)** and the total Contract compensation shall not exceed **three million dollars (\$3,000,000.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the District's Representative at: Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045 or vial email to deki@clackamas.us or kmcrobbie@clackamas.us.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of

Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the

coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, 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 Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights

relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- A. Performance Warranty.** Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.
- B. Service Warranty.** Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this

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

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

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Northstar Chemical, Inc.

Water Environment Services

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

Telephone Number

522213-80

Oregon Business Registry #

Approved as to Form:

FBC/Washington

Entity Type / State of Formation

County Counsel

Date

ATTACHMENT A
RFP #2018-104 Chemical Supply for Water Environment Services
Published November 15, 2018

**ATTACHMENT B
CONTRACTOR'S PROPOSAL**



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Public Improvement Contract between Water Environment Services and Two Rivers Terminal, LLC for the Chemical Supply for Water Environment Services

Purpose/Outcomes	Execution of the contract between Water Environment Services (“WES”) and Two Rivers Terminal, LLC for the Chemical Supply needs of the various WES plants.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$100,000.00 annually, with a total contract value of \$645,000.00.
Funding Source	WES Operations Fund. No General Funds involved.
Duration	June 30, 2022 with the option for two (2) additional two (2) year renewals.
Previous Board Action	N/A
Strategic Plan Assignment	1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure. 2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Contact Person	Darren Eki, Plant Operations Supervisor 503-557-2804

BACKGROUND:

Clackamas County Water Environment Services (WES) provides wastewater management services to over 150,000 people in Clackamas County, Oregon and operates multiple wastewater treatment plants; all of which utilize chemicals for process control.

WES includes the Tri-City WRRF, located in Oregon City servicing Happy Valley, West Linn, Gladstone and Oregon City; Kellogg Creek WRRF (formerly known as the Kellogg Creek WPCP) located in Milwaukie, serving Happy Valley, unincorporated North Clackamas County and wholesale customers in the City of Milwaukie and Johnson City, as well as the Hoodland Sewage Treatment Plant (STP), located in Welches serving the Mt. Hood Recreational Corridor of Clackamas County. The Boring STP serves the community of Boring.

Clackamas County WES manages all aspects of wastewater including wastewater treatment and biosolids management. Chemical demands at these facilities vary from Influent pH control of the MBR to chlorination/dechlorination of our Effluent. Biosolids processed in the plants’ digesters are currently dosed with polymer to initiate coagulation of solids, then hauled and land applied on agricultural lands in Sherman County.

The WES operated treatment facilities utilize various chemicals to meet regulatory compliance requirements. Daily consumption varies upon changes in flow, water quality, and process control demands. The awarded contracts will be used to fulfill the chemical needs for regulatory compliance and to keep the plants running at optimal efficiency.

PROCUREMENT PROCESS:

The project was requested by Darren Eki and Kim McRobbie. This project was advertised in accordance with ORS and LCRB Rules on November 11, 2018. On December 18, 2018, six (6) proposals were received: Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; Two Rivers Terminal LLC; Hasa, Inc.; and JCI Jones Chemicals. Upon evaluation of the submitted proposals, WES assembled an evaluation committee that scored Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; and Two Rivers Terminal LLC the highest and recommended a contract be awarded to each. Hasa, Inc. and JCI Jones Chemicals were not offered a contract due to their submitted proposals being incomplete and failing to provide pricing.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contracts between Water Environment Services and Two Rivers Terminal, LLC for the Chemical Supply for Water Environment Services with a contract amount not to exceed \$100,000.00 annually, with a total contract value of \$645,000.00.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the BCC agenda _____ by Procurement.



GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Two Rivers Terminal, LLC** ("Contractor"), and Water Environment Services, a political subdivision of the State of Oregon ("District") for the purposes of providing chemical supply and delivery to Water Environment Services.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2022**. This Contract may be renewed for two (2) additional two (2) year terms upon written approval of both parties. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2018-104 Chemical Supply for Water Environment Services published November 15, 2018 inclusive of Addenda #1, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's Proposal attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representatives for this contract are: Darren Eki and Kim McRobbie.

III. COMPENSATION

- 1. PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **one hundred thousand dollars (\$100,000.00)** and the total Contract compensation shall not exceed **six hundred thousand dollars (\$600,000.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the District's Representative at: Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045 or vial email to deki@clackamas.us or kmcrobbie@clackamas.us.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of

Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the

coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, 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 Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights

relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- A. Performance Warranty.** Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.
- B. Service Warranty.** Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this

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

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

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Two Rivers Terminal, LLC

Water Environment Services

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

Telephone Number

195445-92

Oregon Business Registry #

Approved as to Form:

FLLC/Washington

Entity Type / State of Formation

County Counsel

Date

ATTACHMENT A
RFP #2018-104 Chemical Supply for Water Environment Services
Published November 15, 2018

**ATTACHMENT B
CONTRACTOR'S PROPOSAL**



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Amendment with Kennedy/Jenks Consultants, Inc.
for the Tri-City Hypochlorite Disinfection Project**

Purpose/Outcomes	Approval of Contract Amendment #1
Dollar Amount and Fiscal Impact	The original maximum contract value was \$449,492.00 The value of this amendment is \$162,177.00 Total Contract Value \$611,669.00
Funding Source	639-01-20100-481020-P632227
Safety Impact	This design will retire the current chlorine gas disinfection system and replace it with a safer sodium hypochlorite disinfection system.
Duration	The contract will terminate on January 31, 2020
Previous Board Action	Approval of Original Contract
Contact Person	Jeff Stallard, Ext 4694

BACKGROUND

Water Environment Services is in the process of designing a replacement system for the gaseous chlorine (Cl₂) for disinfection system moving toward using Sodium Hypochlorite for disinfection. The original design scope included a task for condition assessment of the sodium bisulfite. This assessment revealed improvements needed to be made to the system to ensure long term reliability. In an effort to take advantage of the temporary system shutdowns required to construct the hypochlorite conversion, rehabilitation on the non-potable pump station is being included as part of this project.

This amendment will accomplish the following:

- Design the Upgrades necessary for the Sodium Bi-Sulfite System, including replacing the exterior chemical storage tanks, exterior piping, and a truck offloading system.
- Design improvements to the non-potable water pump station, taking advantage of the construction impacts required for the Hypochlorite conversion project.
- Upgrade suction location for non- potable water pump station to provide a more reliable and higher quality non-potable water that is used throughout the plant.
- Replace all of the outdated non-potable water pumps and update controls for the non-potable water pump station
- Provide office engineering services during construction as well as start up support. CM services provided by others.

PROCUREMENT PROCESS:

This project was originally advertised in accordance with ORS an LCRB Rules on December 26, 2017, Proposals were opened on January 23, 2017. One Proposal was received and notice of

intent to award after a full evaluation of the received Proposal was publicly posted on February 2, 2018.

County Counsel has reviewed and approved this amendment.

RECOMMENDATION:

Staff recommends the Board approve and sign the amendment with Kennedy/Jenks Consultants, Inc. to design and provide engineering services during construction for the Tri-City Hypochlorite Disinfection project.

Respectfully submitted,



Greg Geist, Director
Water Environment Services

Placed on the _____ Agenda by the Procurement Division

AMENDMENT #1

TO THE CONTRACT DOCUMENTS WITH KENNEDY/JENKS CONSULTANTS, INC. FOR TRI-CITY HYPOCHLORITE DISINFECTION

This Amendment #1 is entered into between Kennedy/Jenks Consultants, Inc. (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on May 17, 2018 (“Contract”).

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

- 1. Article 1 – Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from June 30, 2019 to **January 31, 2020**.

- 2. Exhibit C Mutually Agreed Upon Scope of Work** is hereby amended as follows:
The purpose of this Amendment is to add non-potable water pump station and sodium bisulfite improvements into the current hypochlorite project. The additions to the Mutually Agreed upon Scope of Work are attached as “**Exhibit C – Supplement 1**” and hereby incorporated by reference.

- 3. Article 1 – Consideration** is hereby amended as follows:
The additional Compensation as associated with the updated Scope of Work is outlined per the attached Fee Schedule in **Exhibit “D”**, attached and hereby incorporated by reference. The additional Consideration authorized is **\$162,177.00**. The total Contract Compensation shall not exceed \$611,669.00.

Original Contract	\$ 449,492.00
Amendment #1	\$ 162,177.00 + Time Extension
Total Amended Contract	\$ 611,669.00

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

Kennedy/Jenks Consultants, Inc.
421 SW 6th Ave., Ste. 1000
Portland, OR 97204

Water Environment Services

Authorized Signature

Chair

Name/ Title (Printed)

Recording Secretary

Date

Date

015461-26 FBC / California
Oregon Business Registry Number

Approved as to Form:

County Counsel

Date