



Commissioners encourage public to attend public meeting digitally.

BOARD OF COUNTY COMMISSIONERS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

AGENDA

Thursday, August 20, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-64

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Approving Delegation of Budget Authority for Fiscal Year 2020-2021
2. Approval to Execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services for the Shelter + Care Homeless Rent Assistance Program
3. Approval of Resolution No. 1950 Authorizing the Execution, Acknowledgement, Delegation and Delivery of Contract Documents for the Predevelopment Line of Credit from Enterprise Community Loan Fund

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

1. Presentation for the 2020 Achievement Awards from the National Association of Counties (NACo) (Ed Nieto, Public & Government Affairs)
2. Presentation of 4-H Programs and Projects (Wendy Hein, OSU Extension Service Faculty)

III. PUBLIC DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Public wishing to comment on a discussion item will be prompted by staff at the appropriate time on the agenda.)*

County Administration

1. Execution of Purchase and Sale Agreement and Deed to Parrott Creek Child and Family Services, Inc. (Gary Schmidt, County Administrator)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the City of Estacada and the Community Development Division for CDBG Funding for an ADA Ramp at the Intersection of Main & NE 6th
2. Approval of a Federal Subrecipient Grant Agreement with AntFarm, Inc to Provide Youth Opioid Prevention & Early Screening for Rural Clackamas County in Sandy and Estacada
3. Approval of a Federal Subrecipient Grant agreement with Northwest Family Services to Provide Youth Opioid Prevention & Early Screening for Rural Clackamas County in Canby and Molalla
4. Approval of a Subrecipient Grant Amendment No.2 with Oregon Impact for Youth Marijuana and Substance Abuse Prevention Efforts in Clackamas County
5. Approval of a Grant Renewal Agreement from the U.S. Department of Housing and Urban Development (HUD), for Coordinated Housing Access System
6. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE Leasing Program, for the Purpose of Providing Permanent Supportive Housing
7. Approval of a Grant Renewal Agreement from Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project for the Purpose of Providing Permanent Supportive Housing to Veterans
8. Approval of a Grant Renewal Agreement from the U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program
9. Approval of Amendment No. 1 with CareOregon Inc., for COVID-19 Stabilization Funding

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Beaverton for Provisions of Permit Processing and Building Inspection/Plan Review Services
2. Approval to Apply for a Safe Routes to School Infrastructure Grant
3. Approval of an Amendment No. 2 with Murraysmith, Inc. for Design Services for ADA Improvements - *Procurement*
4. Approval of a Contract with Wallis Engineering, PLLC for the Design Services for the 2021 Paving Packages- *Procurement*

C. Elected Officials

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

D. Business & Community Services

1. Approval of Local Grant Agreement Amendment No. 2 between Clackamas County and Micro Enterprise Services of Oregon (MESO) for MESO to Provide a Small Grants Program on behalf of Clackamas County in an Effort to Support the Local Business Community Impacted by the COVID-19 Pandemic

2. Approval of Intergovernmental Agreement between Clackamas County, Canby Fire District and the City of Canby for Distribution of Community Service Fee Funds Collected from Columbia Distributing - Rural Strategic Investment Zone
3. Approval of COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement to Provide Matching Funds to Increase Available Funding for Grants to the Local Small Business Community Impacted by the COVID-19 Pandemic
4. Approval of Loan Agreement, Project Number 17-19-698, Amendment No. 1 between Oregon Business Development Department (OBDD) and Clackamas County Business & Community Services Economic Development for the Clackamas County Land Bank Authority

E. Technology Services

1. Approval of Purchase Order for Pivot3 Security Hardware & Storage from Reece Security Solutions- *Procurement*

F. Community Corrections

1. Approval of Amendment No. 1 to the Sub-Recipient Grant Agreement with the Institute for Intergovernmental Research for the Building Bridges Demonstration Project, Grant No. 2020-BRIDGES-0062

V. SERVICE DISTRICT NO. 5 (Street Lighting)

1. Resolution No. _____ Certifying the 2020-2021 Assessment Roll for Clackamas County Service District No. 5

VI. WATER ENVIRONMENT SERVICES

1. Approval and Adoption of Water Environment Services Five-Year Sanitary and Surface Water Programs Capital Improvement Plan FY20/21 to FY24/25

VII. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

VIII. COUNTY ADMINISTRATOR UPDATE

IX. 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>

August 20, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Approving Delegation of Budget Authority for Fiscal Year 2020-2021

Purpose/Outcomes	Approval of Delegation of Budget Authority for Fiscal Year 2020-2021
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	July 1, 2020 – June 30, 2021
Previous Board Action	Previous Delegation of Authority was approved on July 18, 2020
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
Procurement Review	N/A
Contact Person	Jill Smith, HACC Executive Director (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, requests approval to execute the delegation of budget authority for fiscal year 2020-2021.

The Delegation of budget authority authorizes identified staff authority to approve expenditures at or below their listed dollar threshold. The delegation of authority differs from contract signing authority, in that individuals can approve budgeted expenditures under existing agreements but not obligate HACC under a new contract. Contract signing authority is outlined in HACC's Procurement Handbook.

RECOMMENDATION:

HACC recommends the approval of the Delegation of Budget Authority for fiscal year 2020-2021 and have Chair Bernard sign the form as the elected official.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services



DELEGATION OF BUDGET AUTHORITY
FISCAL YEAR 2020-2021

Department Name:	Housing Authority of Clackamas County	Entity:	HA	Date:	8/20/2020
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Primary Signer Acknowledgement

By signing below, I acknowledge that I have read and understand the applicable policies and procedures as referenced. I assume full responsibility for delegation of budget authority to the employees as indicated below.

Name & Title of Director/Elected Official (TYPE):	Jim Bernard, Housing Authority of Clackamas County Board Chair
Signature and Initials:	

Authorized Signers Acknowledgement

By signing below, I acknowledge that I have read and understand the applicable policies and procedures.

Employee Name & Title (TYPE)	Fund (Required)	Dept. ID (Required)	Program (if applicable)	Dollar Limit (Required)	Employee Signature	Employee Initials
Jill Smith, Executive Director	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jill Smith</i>	<i>JS</i>
Jason Kirkpatrick, Deputy Director - Finance	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jason Kirkpatrick</i>	<i>JK</i>
Stephen McMurtrey, Director of Housing Development	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Stephen McMurtrey</i> <small>Stephen McMurtrey (LW 22, 2020-10-19 PPT)</small>	<i>SM</i>
Toni Karter, Housing Services Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Toni Karter</i>	<i>TK</i>
Elizabeth Miller, Administrative Services Supervisor	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Elizabeth Miller</i>	
Deborah Greene, Human Services Supervisor	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Deborah Greene</i>	<i>DG</i>
Housing Developers: Devin Ellin, Angel Sully	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Devin Ellin</i> <small>Devin Ellin (LW 22, 2020-11-03 PPT)</small> <i>Angel Sully</i> <small>Angel Sully (LW 19, 2020-12-06 PPT)</small>	<i>DE</i> <i>AS</i>
Property Managers: Allison Coe, Craig Beals	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Craig Beals</i>	<i>CB</i>
Capital Fund Coordinator Josh Teigen	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Josh Teigen</i>	<i>JT</i>
Human Services Coordinator II Jemila Hart	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jemila Hart</i>	<i>JH</i>
				<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		

August 20, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services
for the Shelter + Care homeless rent assistance program

Purpose/Outcomes	Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services for the Shelter + Care homeless rent assistance program
Dollar Amount and Fiscal Impact	One-time funding of \$20,000.00
Funding Source(s)	County General Funds through Policy Level Proposal – Affordable Housing & Services Fund
Duration	one-time funding
Previous Board Action	none
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	Andrew Naylor, July 14, 2020
Procurement Review	Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook.
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9807

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement (IGA) with Clackamas County, to enable the gap funding of our rental assistance grant Shelter plus Care. Shelter + Care is a U.S. Housing and Urban Development (HUD) grant funded through the Continuum of Care, to serve disabled homeless individuals and family in Clackamas County.

The Shelter Plus Care grant was provided fulltime case management through ImpactNW and Central City Concern LEAD for all its participants. Having direct case management for 100% of participants for the first time lead to successful housing stabilization. The normal attrition rate for this program has been at 10%, this year we fell to less than 4%. We graduated a record number of families off assistance and took new disabled clients who met the definition of chronically homeless with extremely high barriers. That meant more security deposits and many of the new clients had little to no income, which caused our average housing assistance payment to be 100% of rent. This combined with a tight rental market with ever increasing rents caused the Housing Authority to overspend the grant. We don't plan on adding new participants in the coming year, which will put us on target to spend the entire grant, without overspending

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Health, Housing and Human Services. Staff also recommends the Board authorize Jill Smith, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY**

THIS AGREEMENT (this "Agreement") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas County, through its Health, Housing and Human Services Department, Administration Division ("County"), for the shortfall funding of Shelter plus Care program, collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire after one (1) year following the execution date.
2. **Scope of Work.** The County will pay HACC for the costs of the funding gap for the Shelter + Care program.
3. **Consideration.** The County agrees to pay HACC, from available and authorized funds, a sum not to exceed twenty thousand dollars and zero cents (\$20,000.00) to pay for the rent assistance dollars that were spent in excess of the grant. Payment shall be made on a one-time basis.
4. **Payment.** Unless otherwise specified, HACC shall submit annual invoices for work to be performed as part of the Shelter + Care program for the upcoming year. Payments shall be made to HACC following the County's review and approval of invoices submitted by HACC. HACC shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *HACC Representations and Warranties:* HACC represents and warrants to County that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of HACC enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to HACC that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. Either the County or HACC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

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

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

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

- 7. **Insurance.** The County is self-insured and HACC is insured by the Housing Authority Risk Retention Pool (HARRP). The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 8. **Notices; Contacts.** 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 or other indication 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.

Jaymi Stark or their designee will act as liaison for the County.

Contact Information:

Health, Housing and Human Services, 2051 Kaen Road, Oregon City, OR 97045
jstark@clackamas.us, 503-650-5692

Elizabeth Miller or their designee will act as liaison for HACC.

Contact Information:

Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045
emiller@clackamas.us, 503-655-8279

9. General Provisions.

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and HACC 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. HACC, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** HACC shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement,

whichever is later. HACC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, HACC shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **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.
- G. **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.
- H. **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.
- I. **No Third-Party Beneficiary.** HACC 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.
- J. **Subcontract and Assignment.** HACC 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 discretion. County's consent to any subcontract shall not relieve HACC of any of its duties or obligations under this Agreement.
- K. **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.
- L. **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.
- M. **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.

N. **Force Majeure.** Neither HACC nor County shall be held responsible for delay or default caused by events outside of HACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, HACC 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.

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Ann Leenstra

Signing on Behalf of the Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

August 20, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution No. 1950 Authorizing the Execution, Acknowledgement, Delegation and Delivery of Contract Documents for the Predevelopment Line of Credit from Enterprise Community Loan Fund

Purpose/Outcomes	Approve Resolution No. 1950 authorizing the execution, acknowledgement, delegation and delivery of contract documents for the Predevelopment line of credit from Enterprise Community Loan Fund (ECLF) through a special partnership with Kaiser Permanente and its Rx Loan Fund (KP)
Dollar Amount	\$750,000.00
Funding Source	Interest-only payments will be made through HACC's pool of unrestricted funds.
Duration	36 month term which can be extended for up to an additional 12 months.
Previous Board Action	4/14/2020 – Study session in which the Board directed Authority Staff to engage with ECLF and KP, to obtain a predevelopment line of credit in the amount of \$750,000. 8/11/2020 – Issues meeting to discuss the need for an authorizing resolution to satisfy the underwriting requirement from ECLF.
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	Drafted and approved by outside counsel. Andrew Naylor from County Counsel's office has represented HACC through closing call and negotiations.
Procurement Review	Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook.
Contact Person	Jill Smith, HACC Executive Director Stephen McMurtrey, HACC Director of Housing Development
Contract No.	N/A

BACKGROUND:

Affordable housing predevelopment lines of credit (LOC) are an industry best-practice and provide necessary financial capacity to mission-oriented affordable housing developments. LOC's provide financial capacity to organizations that embark on affordable housing development in order to keep pace with the cost of predevelopment design and due diligence

expenses necessary to move these projects to an eventual construction financial closing. As an organization builds up its development pipeline, access to a predevelopment LOC allows it to maintain its organizational liquidity. The timing of affordable housing development is uncertain and delays are typical, so if an organization relies solely on its own balance sheet to pay for predevelopment, then delays in multiple projects could put a severe strain on overall organizational health. Additionally, predevelopment costs continue to grow as projects grow more complex and there are public finance and development regulations that developers must deal with. One way to ease the financial strain on an organizations balance sheet is to engage the financial community in a predevelopment loan source.

Predevelopment lines of credit are typically issued through mission-driven financial institutions specifically for the furtherance of affordable housing investment in communities throughout the country. These are short duration loans (typically three years with renewal options) or revolving loans that can be reissued upon payback. The increasing costs and complexity of affordable housing has made it imperative that organizations have flexible funds to cover these costs for predevelopment; costs that can on a per project basis exceed \$500k per project.

In an effort to move our public housing portfolio forward through the RAD and Section 18 programs (both being used at Hillside Manor and Hillside Park respectively) as well as capitalize on the resources set aside for our portfolio through the Metro Affordable Housing Bond, HACC issued a Request for Proposal (RFP) in December of 2019 seeking relationships with mission-driven banks and community development financial institutions (CDFI) for the purposes of providing predevelopment financing options to HACC.

Of primary importance to HACC is creating financial capacity so that as our properties convert from public housing to public/private partnerships (PPP) we aren't over-taxing our day to day operational financial capacity; our balance sheet. Instead, the predevelopment LOC creates a separate source for all predevelopment expenses, thereby eliminating the need for our operational revenues to wait for significant periods of time to recuperate their expenses at a future financial closing and to better protect the agency's cash position. LOC's are issued at a favorable rate in order to serve a larger public benefit. During the term of the LOC, the payments on any outstanding balance are interest-only; see the attached demonstrated amortization schedule example.

Through our RFP process in December of 2019, HACC looked for partnerships that would help expand our capacity for development while also recognizing the growing importance of health outcomes in the things we do. In response to our RFP we received only one formal proposal. The proposal came from Enterprise Community Loan Fund (ECLF) through a special partnership with Kaiser Permanente (KP). This partnership between ECLF and KP is specifically to provide opportunities to increase housing supply in conjunction with Health Action Plans for projects where predevelopment resources are utilized.

The following is a list of some of the favorable terms involved with this financing; a full term sheet is attached as Exhibit A:

- The line of credit (LOC) is full recourse to the borrower as a Master LOC;
- Up to \$750,000 that can be deployed for up to three projects simultaneously;
 - Each sub-loan can have a maximum \$500,000 amount

- 36 month term which can be extended for up to an additional 12 months;
- LOC is interest-only; principal will be repaid at closing of equity/construction financing;
- The Master LOC and any sub-loans will be unsecured meaning there is no collateral requirement from the borrower HACC.

As we move our portfolio forward it is important that we have readily available financing sources that help us invest in predevelopment activities at multiple sites; primary focus being 18000 Webster Road and Hillside Park. In both cases, significant predevelopment investments will need to be made within the next 36 months. Both properties are directly related to our goals as defined in our Local Implementation Strategy (LIS) and will be financed with Metro Affordable Housing Bonds.

Using the LOC from Enterprise & KP provides greater flexibility than a bank because they won't require collateralized assets or restrictions on HACC taking on other organizational debt without their permission. Traditional bank LOC's frequently have those limitations. The KP partnership and the Rx capital allows Enterprise to provide a lower interest rate than usual, while also providing greater flexibility on loan terms if projects get delayed.

This is a unique opportunity where collaborative partnerships in the health and financial realms have aligned themselves to maximize opportunity for affordable housing investment and development with a focus on health outcomes.

Next Steps for Closing of the Loan and Sub-Loan Agreements

A requirement of our loan closing is to provide an Authorizing Resolution allowing HACC to enter into the loan and sub-loan agreements referenced herein. Authorizing Resolutions are a standard practice that provides authority, granted by the Board, to obligate HACC for a particular purpose.

Some **key** components of the Resolution are as follows:

- Authorization to Execute, Acknowledge and Deliver all associated loan and Sub-Loan Documents as they pertain to this LOC.
- Delegate The Chair of the Board of the Housing Authority of Clackamas County or, the Director of Health, Housing and Human Services, the Executive Director of the Authority or the Director of Housing Development (each of whom is referred to in this resolution as a "Director") may, on behalf of the Authority and without further action by the Board
 - Finalize the terms of, and execute, acknowledge and deliver the Loan Agreement and Promissory Note (collectively the "Documents").
 - Before executing and delivering the Documents, the Director may, after consulting with legal counsel, make changes to the Documents that are reasonable and necessary in the Director's discretion to facilitate the execution and delivery of the Documents.

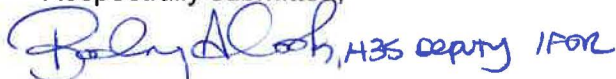
In addition to review and participation from County Counsel, the Housing Authority has retained Robert Sullivan as outside counsel for the drafting of this authorizing resolution. Rob Sullivan is the author of this resolution and has acted as representation for HACC in many transactions previously. All documents referenced in the resolution or agreements entered into by an

Authorized Representative will be reviewed and approved by Rob Sullivan acting as independent third-party counsel for HACC.

RECOMMENDATION:

Staff recommends the HACC Board approve Resolution No.1950, authorizing the receipt and execution of the Enterprise Community Loan Fund (ECLF) and its Sub-Loan agreements as well as delegation and signing of all accompanying documents associated with this LOC and its Sub-Loans.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

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

In the Matter of Authorizing the Execution,
Acknowledgement and Delivery of
Documents Relating to the Enterprise
Community Loan Fund Predevelopment Line
of Credit and providing for related matters



Resolution No. 1950
Page 1 of 2

WHEREAS, the Housing Authority of Clackamas County (“Authority”) works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes (“ORS”) 456.005 through 456.235; and,

WHEREAS, the Authority issued a Request For Proposals in December of 2019 seeking relationships with mission-driven banks and community development financial institutions for the purpose of providing predevelopment financing options to the Authority; and

WHEREAS, the Authority received a proposal from Enterprise Community Loan Fund, Inc. (“ECLF”) to provide predevelopment resources for specific opportunities to increase housing supply in conjunction with promoting healthy outcomes; and

WHEREAS, on or about April 14, 2020 in a study session, the Board directed Authority Staff to engage with ECLF, to obtain a predevelopment line of credit in the amount of \$750,000; and,

WHEREAS, the Authority and ECLF have agreed to enter into a predevelopment line of credit evidenced by the execution, acknowledgement, and delivery of a Loan Agreement, Sub-Loan Promissory Note(s) and other documentation evidencing same.

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY

Section 1. Authorization to Execute, Acknowledge and Deliver the Applications and Contract Documents. The Authority is authorized to execute, acknowledge and deliver the Loan Agreement, Sub-Loan Promissory Note(s) and other documentation to evidence the predevelopment line of credit.

Section 2. Delegation. The Chair of the Board of the Housing Authority of Clackamas County or, if the Chair is not available, the Director of Health, Housing and Human Services, the Executive Director of the Authority or the Director of Housing Development (each of whom is referred to in this resolution as a “Director”) may, on behalf of the Authority and without further action by the Board:

Finalize the terms of, and execute, acknowledge and deliver the Loan Agreement and Promissory Note(s) and other documentation to evidence the predevelopment line of credit (collectively the “Documents”). Before executing and delivering the Documents, the Director may, after consulting with legal counsel, make changes to the Documents that are reasonable and necessary in the Director’s discretion to facilitate the execution and delivery of the Documents. However, the changes authorized by the preceding sentence shall not materially change the Documents.

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

In the Matter of Authorizing the Execution,
Acknowledgement and Delivery of
Documents Relating to the Enterprise
Community Loan Fund Predevelopment Line
of Credit and providing for related matters



Resolution No. 1950
Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the Chair or one of the Directors may finalize negotiations, execute, acknowledge and deliver the Documents and any other documents and take any actions that are necessary or desirable to complete the Documents, this Resolution and Order.

DATED this 20th day of August, 2020

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

Chair

Recording Secretary



April 17, 2020

Stephen McMurtrey
Director of Housing Development
Housing Authority of Clackamas County
PO Box 1510
Oregon City, OR 97045
SMcMurtrey@clackamas.us

Re: Terms of financing for HACC Predevelopment Line of Credit

Dear Mr. McMurtrey,

Enterprise Community Loan Fund, Inc. ("ECLF") is pleased to provide you with this proposal for financing for the above-referenced project. This does not constitute a commitment to lend and shall not create a binding or legally enforceable obligation on ECLF. The terms contained herein are of a summary nature and are not all-inclusive. All of the below is conditioned on approval of the loan committee of ECLF, and the receipt, review and approval of applicable due diligence documentation. Final terms are subject to full underwriting of the transaction and review and approval by the ECLF Loan Committee.

This proposal will expire 30 days from the date of issuance

Table with 2 columns: Term/Condition and Description. Rows include Lender, Borrower, Sponsor, Recourse, Guarantees, Purpose, Loan Type, Loan Amount, Term, Interest Rate & Repayment, Principal Repayment, and Prepayment Terms.

Fees:	<p><u>Origination Fee:</u> \$10,000</p> <p><i>Application Fee:</i> \$2,500 due at application. Application fee will be credited towards the origination fee.</p> <p><i>Commitment Fee:</i> Fifty percent (50%) of the origination fee due at the time the signed commitment letter is signed and returned.</p> <p><i>Settlement Fee:</i> The balance of the origination fee is due at the time of closing.</p> <p><u>Legal Fee:</u> Lender's legal fees will be paid by Borrower.</p> <p>Borrower will be responsible for payment of any and all third party costs, as applicable. The loan shall be closed at no cost to Lender.</p>
Disbursement:	<ul style="list-style-type: none"> • Monthly draws based on supporting invoices • There will be no disbursement within three months of the maturity of the Master Line of Credit or the maturity of the extension period.
Collateral:	The Master Line and sub-loans will be unsecured.
Reporting Requirements:	Sponsor/Borrower annual audited financial statements within 150 days of fiscal year end.
Due Diligence:	<ul style="list-style-type: none"> • Three years of Sponsor audited financial statements • Updated cash flow forecast • Updated REO Schedule • Updated schedule of contingent liability

Sub-loan Terms and Conditions:

Sub-loan Term:	Each sub-loan will have a term of up to 24 months. In no case will a sub-loan have a loan term that exceeds the maturity of the Master Line of Credit, and in no case, will a sub-loan have a draw period that exceeds the draw period for the Master Line of Credit.
Sub-loan Approval Process:	<p>Each sub-loan will be subject to underwriting and approval. For each sub-loan, Borrower will provide the following;</p> <ul style="list-style-type: none"> • Project narrative • Development budget including projected take-out financing • Operating proforma • Predevelopment budget • Project Timeline • Any available project due diligence • Evidence of any funding commitments
Sub-loan Covenants:	<ul style="list-style-type: none"> • As part of Lender using capital from Kaiser Permanente as part of the Sub-loans, Borrower agrees to implement Health Action Plans for individual

	<p>Projects, with the content and process to be determined by Lender and Borrower during underwriting.</p> <ul style="list-style-type: none"> • In any event of default by Borrower, Lender may elect to suspend any subsequent disbursements.
Sub-loan Fees:	<p>Disbursement fee of 50 bps on the amount of each sub-loan; payable at closing of individual sub-loans and payable from loan proceeds.</p> <p>Lender sub-loan fees, legal fees and costs shall be invoiced to the Borrower and included in the respective sub-loan closing draw and may be paid from sub-loan proceeds.</p>
Sub-loan Extension Fees:	At Lender's sole discretion, a sub-loan may be extended subject to a 50-bps extension fee.
Sub-loan Repayment Terms:	Sub-loans will be repaid at the earlier of the maturity of the sub-loan or from the closing of construction/equity from respective projects.
Sub-loan Reporting Requirements:	<ul style="list-style-type: none"> • Project status updates - Upon Lender's request • Sponsor annual audited statement with 150 days of FYE. • Project financials for operating properties - Upon Lender's request
Sub-loan Repayment Details:	<ul style="list-style-type: none"> • Monthly interest-only payments. Interest reserve may be included in individual sub-loans.

We look forward to working with you on the financing of this project. You can contact me at 206.223.4516 or jclarke@enterprisecommunity.org with any questions.

Sincerely,



Jon Clarke
VP/Chief Lending Officer
Enterprise Community Loan Fund, Inc.

Agreed and accepted by:
Housing Authority of Clackamas County

By: Jill Smith

Name: Jill Smith

Title: Executive Director

Date: 04/20/2020



Sue Hildick

Director

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

503-655-8751

clackamas.us

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

2020 Achievement Awards from the National Association of Counties (NACo)

Purpose/Outcome	To recognize County programs and staff that received 2020 Achievement Awards from the National Association of Counties (NACo).
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	N/A
Previous Board Action/Review	N/A
Strategic Plan Alignment	These items align with the County's Performance Clackamas goals to build a strong infrastructure, build public trust through good government, and ensure safe, healthy and secure communities.
Counsel Review	N/A
Procurement Review	No. This item was not processed through Procurement.
Contact Person	Ed Nieto, Community Relations Specialist, PGA, 971-284-7094 or enieto@clackamas.us . Presenters: Jessica Rinner, WES; Kathryn Kohl, LINCC and Stacy Ludington, Clackamas County Office of Sustainability.

BACKGROUND

Clackamas County received two 2020 Achievement Awards from the National Association of Counties (NACo). The NACo Achievement Awards Program seeks to recognize innovative county government programs, which are judged on:

- Innovation and creativity
- Measurable results and effectiveness
- Enhanced level of citizen participation in, or the understanding of, government programs

The winning entries are:

Clackamas Water Environment Services: 82nd Drive Pedestrian Bridge Improvement Project

The 82nd Drive Pedestrian Bridge, which connects the cities of Gladstone and Oregon City, reopened on April 10, 2020 to play an important role in Clackamas County's future. After years of planning and design, the seismically-retrofit bridge is now capable of withstanding a



Sue Hildick

Director

Public & Government Affairs
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clackamas.us

magnitude 9.0 earthquake. Seismologists warn that such a quake will strike the region sometime within the next 50 years. The bridge is the only span in the area up to seismic code.

The bridge can now provide passage across the Clackamas River for emergency vehicles and other appropriate personnel should such a catastrophic earthquake occur. Already a vital piece of infrastructure, the strengthened bridge also provides stronger protections for sanitary sewer pipes, a gas line and a link of the Clackamas Broadband Express fiber-optic communications system that it carries across the river.

Owned by Clackamas Water Environment Services, the bridge greatly bolsters Clackamas County's ability to recover from and adapt to a disastrous earthquake, which could include a dramatically-altered landscape with roads that are no longer navigable. County leaders can now develop emergency plans that include a bridge that will be able to provide vital passage across the river should such a cataclysmic event happen.

Clackamas County's Office of Sustainability and the Library Information Network of Clackamas County (LINCC) – Library of Things

A *Library of Things* is a collection of non-standard items for patrons to check out that is hosted at a library. The things include, but are not limited to, arts and crafts, bakeware/kitchenware, board games and recreational kits, event/party equipment, home equipment (e.g., VHS to DVD converter, therapy light), musical instruments, science/technology kits and tools.

In 2019, Clackamas County's Office of Sustainability and Solid Waste (SSW) and the Library Information Network of Clackamas County (LINCC) partnered to bring a Library of Things (LOT) to eight public libraries. The libraries collaborated to identify items the public wants, and developed budgets and plans for packaging, cataloging, circulation, risk mitigation and other matters to ensure a similar high quality experience for users at each library.

The LOTs opened on September 23, 2019, and nearly 2,800 items were checked out over the next four months. Surveys showed 94% of patrons were satisfied or very satisfied with the LOT, and 99.5% planned to borrow again. Patrons said LOTs enriched their lives by helping them:

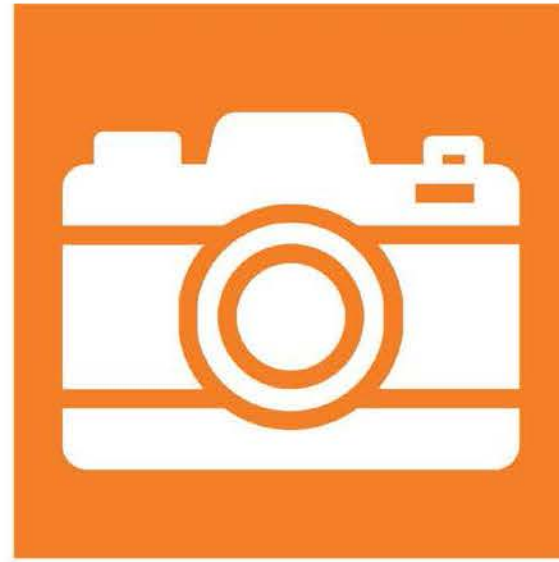
- Try an item they were considering buying (26%)
- Avoid buying an item only needed once or occasionally (25%)
- Save money (23%)
- Learn a new skill (15%)
- Build connections with others (10%)

RECOMMENDATION

Staff recommends the Board receive this presentation on the county's two NACo awards.

Respectfully submitted,

Sue Hildick
Director, Public and Government Affairs



LIBRARY OF THINGS

LIBRARIES IN CLACKAMAS COUNTY



The Idea

Back in the fall of 2017, Sustainability and Solid Waste approached Business and Community Services (Library Network division) with an idea...

We wanted to promote sustainable practices by providing seed money to the libraries to create Libraries of Things which have been popping up across the country, and internationally.



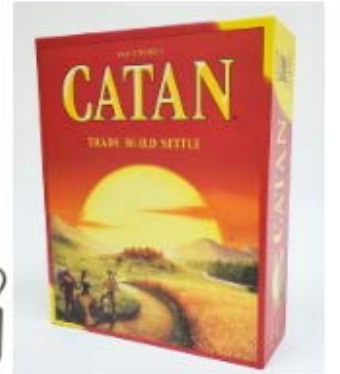
What is a Library of Things?



Arts and Crafts



Event and Party



Games and Toys



Home and Garden



Kitchenware



Musical Instruments



Outdoor and Recreation



Technology



The Business Case

- Supports library's goal of offering new and popular materials to
 - stimulate the imagination
 - provide new experiences
 - promote lifelong learning across the County
- Aligns with the 2050 Vision for Materials Management in Oregon which calls out sustainable and thoughtful consumption by consumers.
- Aligns with the Performance Clackamas policy perspective regarding **Equity, Diversity, and Inclusion.**
- Provided a wonderful partnership opportunity for two County departments working to better serve County residents.

The Process

Over the next two years we worked closely together to...

- Learn best practices from other libraries
- Survey residents
- Create an implementation workgroup, made of up representatives from the nine libraries, the BCS Library Network, and Sustainability and Solid Waste.





Library of Things – the launch!

9 Libraries Participating!

On September 23, 2019 we launched a Library of Things in nine of the 13 libraries in Clackamas County:

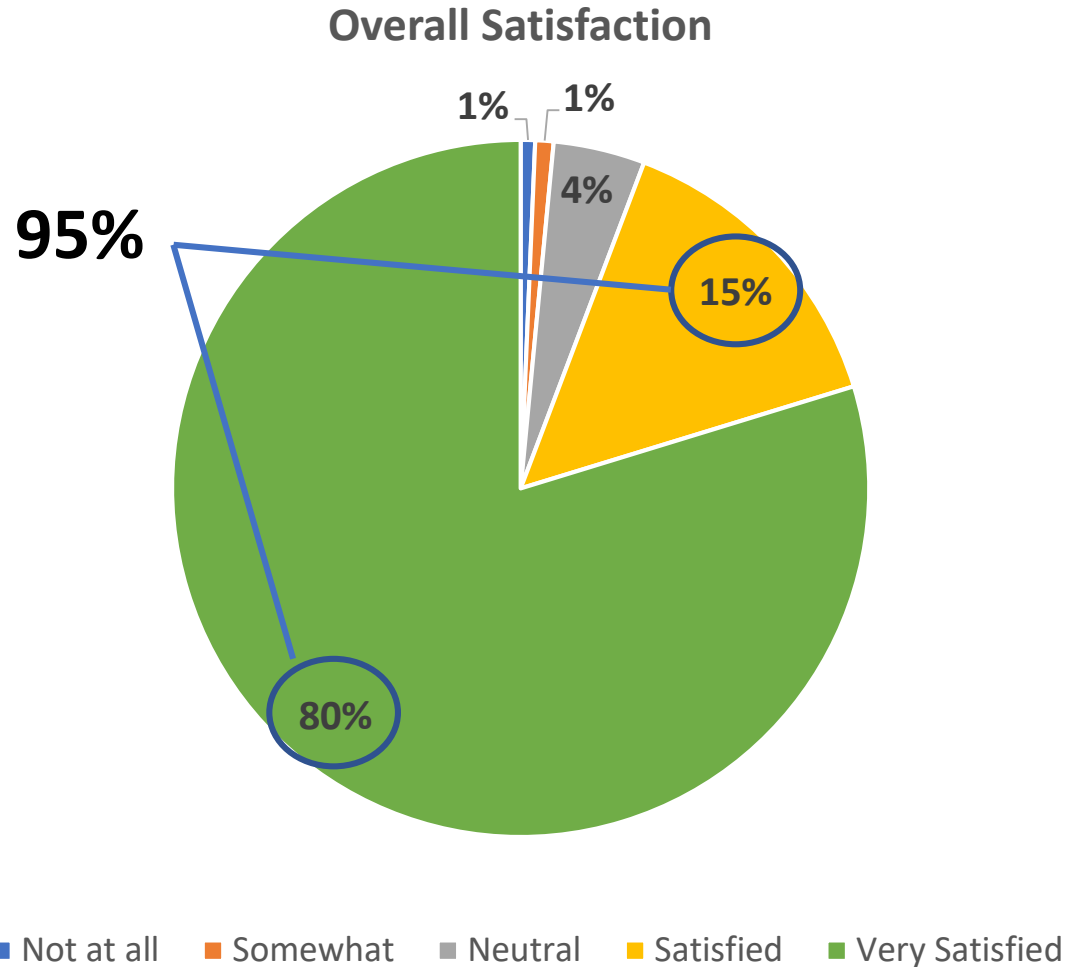
- Canby Public Library
- Estacada Public Library
- Lake Oswego Public Library
- Ledding Library of Milwaukie
- Oregon City Public Library
- Sandy Public Library
- Hoodland Public Library
- West Linn Public Library
- Wilsonville Public Library

Patrons love the Library of Things!

RESULTS OF A PATRON SURVEY:

- 95% were satisfied with the experience of checking out an item.
- 99% of respondents said they would check out an item again in the future!

Note: 1,687 surveys completed as of 6/30/2020



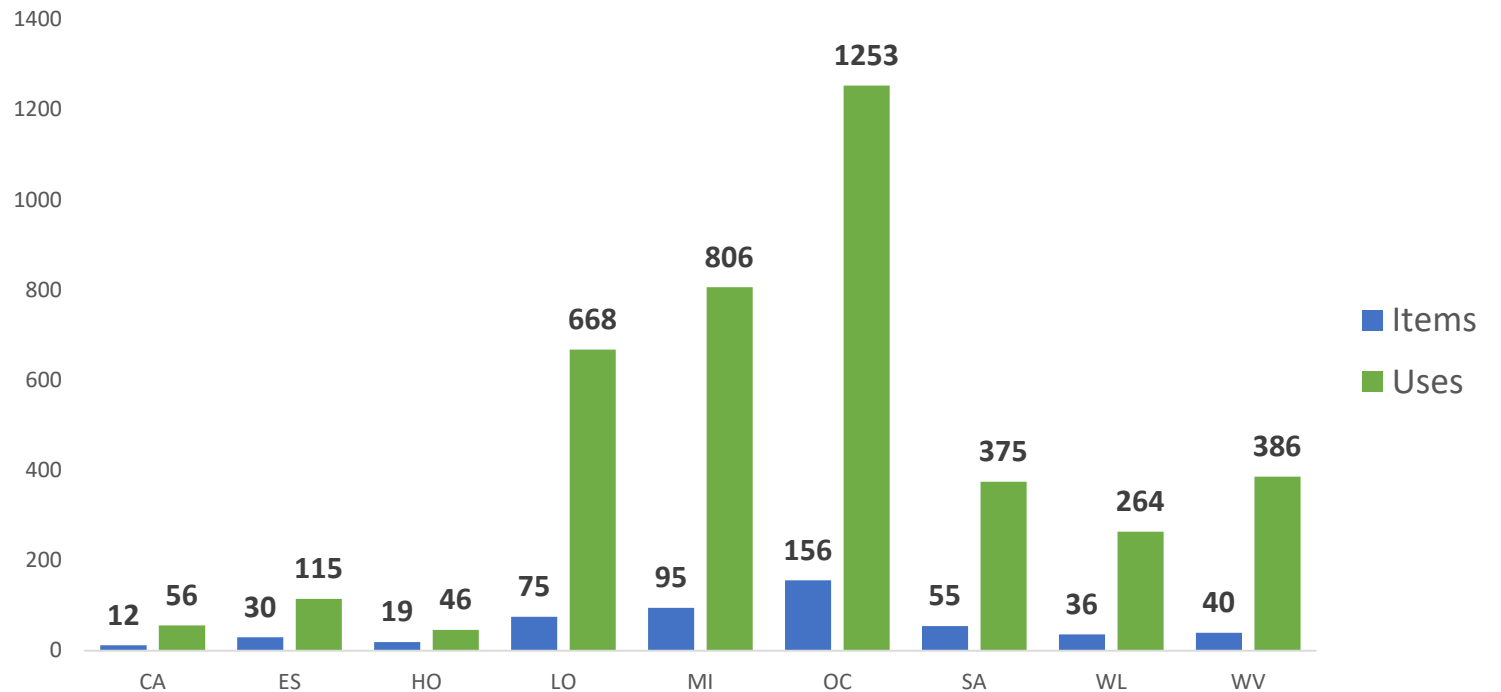
The items are getting a lot of use!

- Over 500 different items available across all nine libraries!
- About 4,000 checkouts from September through June (even with pandemic related closures).



Collection & Circulation

Sept 2019 - June 2020



The impact of this collection:

After Checking Out a LoT Item the Patron Was Able To:



Try out an item you are considering buying



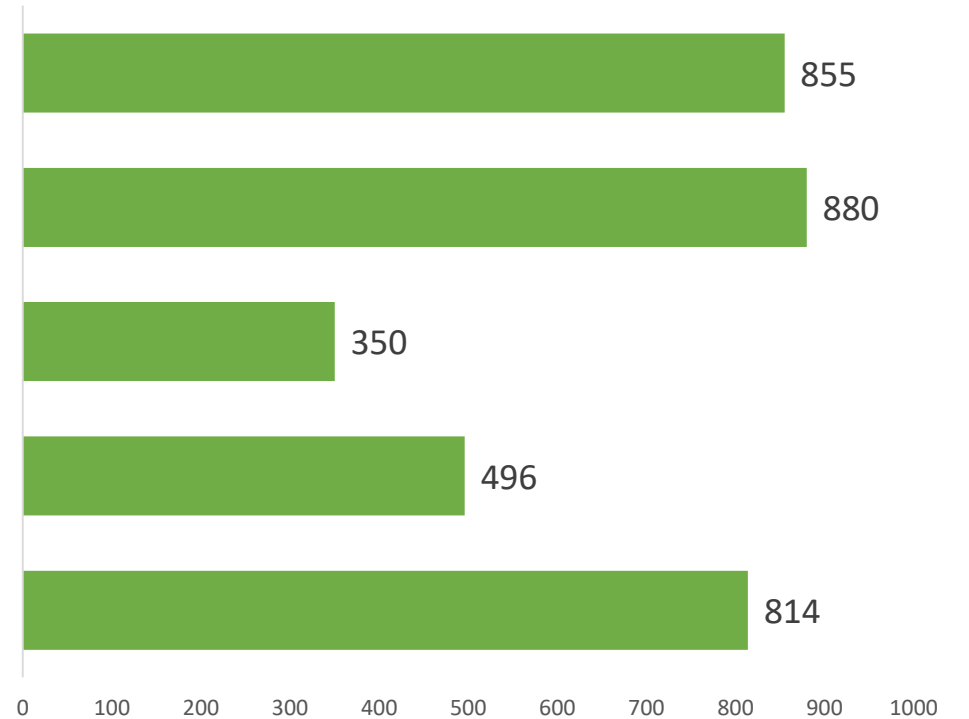
Avoid buying an item you only need occasionally

Build connections with others

Learn a new skill



Save money



Here's what users had to say!

“Great idea for allowing people to borrow items w/o having to purchase them. This machine worked great, and it's a bit too expensive for us to buy. Good to know we can check it out at our library!!” – Karaoke Machine

“We LOVED being able to try a new game for family night!” – Ticket to Ride Board Game

“I love that this provides a great resource for any and all regardless of social or economic standing.” – Dungeons and Dragons Starter Kit

“Very neat to be able to teach our children about stargazing, and great to view moon” – Home Planetarium

“Much simpler than I thought.” – Pasta machine



Thank you!

If you have any questions, please contact us:

Stacy Ludington

Clackamas County Sustainability & Solid Waste

sludington@clackamas.us

Kathryn Kohl

Business and Community Services, Library Network

kkohl@clackamas.us





August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**EXECUTION OF PURCHASE AND SALE AGREEMENT AND DEED TO PARROTT
CREEK CHILD AND FAMILY SERVICES, INC.**

Purpose/Outcomes	To approve conveyance of real property to Parrott Creek Child and Family Services, Inc.
Dollar Amount and Fiscal Impact	Consideration for donation is \$1.00 and the avoidance of long-term maintenance and repair obligations, as well as other potential future liabilities.
Funding Source	Not applicable.
Duration	Not applicable.
Previous Board Action	The Board has had numerous occasions to discuss the status and disposition of the Parrott Creek property.
Strategic Plan Alignment	The transfer of the Parrott Creek property aligns with the County's strategic priorities: Build public trust through good government and ensure safe, healthy and secure communities
Counsel Review	Approved as to form on 7/16/2020. ARN.
Procurement Review	Inapplicable. Real property transaction outside of procurement.
Contact Person	Gary Schmidt, County Administrator

Background:

Parrott Creek is a residential program for teenaged boys that have been involved in the juvenile justice system. The property was acquired as a result of a 1968 levy. The levy authorized \$190,000 for the "acquisition of property, construction, and first-year of operation of a residential ranch facility for boys on need of removal from home but amendable to treatment in community rather than placement at the State Training School."

The Parrott Creek property is approximately 78 acres. However, tax records indicate 32 acres used for Parrott Creek Ranch itself, and that the lower portion is a separate parcel. The parcels are bisected by Parrott Creek. The County owns the entire piece of property.

Clackamas County has leased certain real property (the “Property”) to Parrott Creek Child and Family Services, Inc. (“Parrott Creek”) since approximately 1984. Parrott Creek has used the Property to deliver youth and family support services to residents of Oregon and Clackamas County.

Under the terms of the 1984 agreement, Parrott Creek “agrees to maintain supervision of the use of the property to the end that any need for repair by PCR or County is identified in a timely fashion and addressed before further deterioration of the property occurs” and “agrees to replace and repair the property as necessary when activities at the Ranch produce damages other than normal wear and tear which might be expected to come from the exposure of this property to the elements or to the residence of teenagers;” and to “maintain the property to accommodate normal wear and tear.”

The County’s obligations include the following: “The County shall dedicate this property to the uses intended by the enabling ballot measure” and that the “County acknowledges that it holds the subject property in trust for the citizens of the county for use in accord with enabling ballot measure.

Clackamas County has incurred significant time and expense maintaining the facilities on the Property. A previously performed site assessment indicated significant work is necessary to perform required repairs and upgrades to the facilities. If the County retained ownership of the Property, it anticipates that it will incur significant costs and liabilities as a result of the necessary maintenance and repairs that are needed to continue to operate the Property.

Parrott Creek has represented it has and will continue to raise funds to perform the necessary repairs and upgrades to the facilities.

By conveying the Property, the County will save significant future expenses arising from the lease, maintenance, and repair to the facilities. The County will also avoid or mitigate potential liabilities that may arise by virtue of holding title to the Property, whether as a result of environmental contamination or otherwise. While there will be only nominal monetary consideration for the conveyance, the benefit to the County is reflected in the future cost savings as well as the facilitation of Parrott Creek obtaining funds to perform necessary repairs and upgrades.

The County has engaged in extensive negotiations with Parrott Creek regarding the terms and conditions under which the County may donate the Property. The purchase and sale agreement and accompanying deed are the results of those negotiations. Under the agreement, Parrott Creek has committed to continued use of the Property for purposes of providing residents of Oregon and Clackamas County youth and family support services.

The deed conveying title to Parrott Creek will also contain a reversionary clause providing that if Parrott Creek, its successors or assigns, uses the Property for any purpose other than providing social services and child care services, including but not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support social services and child care services, then title shall revert to the County.

These conditions sufficiently protect the County's interest in preserving the Property's continued use for providing youth and family support services.

Recommendation:

Staff recommends the Board of County Commissioners approve the conveyance of the Property to Parrott Creek and execute the negotiated purchase and sale agreement and deed.

Respectfully submitted,

A handwritten signature in blue ink that reads "Gary Schmidt". The signature is written in a cursive, flowing style.

Gary Schmidt,
County Administrator

Attachments:
Purchase and Sale Agreement
Statutory Special Warranty Deed

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated effective as of the last date of execution by a party (the “**Effective Date**”), is by and between County of Clackamas, a political subdivision of the State of Oregon (“**Seller**”) and Parrott Creek Child and Family Services, Inc., an Oregon non-profit corporation (“**Buyer**”).

Background

Buyer leases from Seller the following real property (the “**Property**”):

The North one-half of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and state of Oregon.

EXCEPTING THEREFROM that portion conveyed by Clackamas County, Oregon, a political subdivision of the State of Oregon, to William Blacklaw by County Deed recorded December 15, 1986 as Recorder's Fee No. 86-049981, and described as follows:

The North 40 feet of the Northeast one-quarter of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM all of that property lying Westerly of the Southerly extension of the Easterly line of County Road No. 224.

Seller desires to sell, and Buyer desires to purchase, the Property pursuant to the terms of this Agreement. This Agreement also sets forth other agreements between Seller and Buyer related to the Property. Buyer currently leases the Property from Seller under an agreement dated as of October 18, 1984 (the “**Existing Agreement**”).

Agreement

For valuable consideration, including the covenants, terms and conditions set forth below, Seller and Buyer have agreed as follows:

1. **Sale and Purchase of Property.** Subject to the terms of this Agreement, Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the Property.

2. **Price; Payment.** The purchase price for the Property is one dollar (\$1.00) (the “**Purchase Price**”). The Purchase Price is hereby paid to Seller by check upon mutual execution and delivery of this Agreement by both parties.

3. **Title.** Title to the Property will be delivered to Buyer by statutory special warranty deed in the form of attached Exhibit A (the “**Deed**”), subject only to the title

exceptions listed on the Deed (the “**Permitted Exceptions**”). Seller hereby delivers to Buyer the signed and acknowledged Deed. Buyer will have the Deed recorded in the real estate records of County of Clackamas, State of Oregon, promptly following execution and delivery of this Agreement by both parties.

4. **Expenses.** Buyer will pay the cost of recording the Deed and any transfer, excise or documenting stamp taxes. Each party will bear its own attorney fees in connection with this Agreement.

5. **Possession.** Buyer will be entitled to possession of the Property immediately.

6. **Condition of Property; Existing Agreement.** Buyer has occupied the Property since 1984 under the Existing Agreement. Buyer accepts and has executed this Agreement on the basis of its own examination and knowledge of the Property. Buyer acknowledges that, except as set forth in this Agreement or the Deed, Seller has made no representations, warranties, or other agreements concerning matters relating to the Property, including without limitation the environmental condition thereof, that Seller has made no agreement or promise to alter, repair, or improve the Property, and that Buyer takes the Property in the condition, known or unknown, with all defects, existing at the Effective Date, AS-IS and where-is. Without limitation of the foregoing, both parties acknowledge that the Existing Agreement is terminated upon recordation of the Deed and neither party will have any further obligations under the Existing Agreement thereafter.

7. **Assistance with Permits and Zoning Variances.** Seller will, to the maximum extent permitted under applicable law, cooperate with Buyer to timely obtain needed Clackamas County permits and zoning variances to accomplish Buyer’s renovations and construction of buildings located on the Property. Provided, however, Seller is specifically not committing itself with respect to any final agency action relating to permits, zoning variances, or other governmental approvals that are or may be required.

8. **Continued Use of the Property; Capital Fund Raising Campaign.** Buyer will continue to use the Property in furtherance of its mission of providing to residents of Oregon and Clackamas County youth and family support services, including but not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support youth and family social services. Buyer’s youth and family support services include, but are not limited to, current or future community based family support services. Buyer has and will continue to conduct a capital campaign to raise funds to perform needed repairs to buildings currently on the Property.

9. **Buyer’s Representations.** Buyer represents and warrants to Seller as follows:

9.1 Buyer is duly organized and validly existing under the laws of the state of Oregon.

9.2 Buyer has the requisite authority to execute and deliver this Agreement and perform its obligations under this Agreement and any documents to be entered into by Buyer pursuant to this Agreement.

9.3 This Agreement and any documents to be entered into by Buyer pursuant to this Agreement are the valid and binding obligations of Buyer, enforceable against it in accordance with their terms except as enforceability may be limited by general enforceability exceptions.

9.4 Buyer's execution and delivery of this Agreement and any documents to be entered into by Buyer pursuant to this Agreement will not conflict with Buyer's organizational documents, any agreement to which Buyer is a party, or any law applicable to Buyer.

9.5 Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

10. **Seller's Representations.** Seller represents and warrants to Buyer as follows:

10.1 Seller has the requisite authority to execute and deliver this Agreement and perform its obligations under this Agreement and any documents to be entered into by Seller pursuant to this Agreement.

10.2 This Agreement and any documents to be entered into by Seller pursuant to this Agreement are the valid and binding obligations of Seller, enforceable against it in accordance with their terms except as enforceability may be limited by general enforceability exceptions.

10.3 Seller's execution and delivery of this Agreement and any documents to be entered into by Seller pursuant to this Agreement will not conflict with any agreement to which Seller is a party, or any law applicable to Seller.

10.4 Seller is the sole record and beneficial owner of the Property and all other property transferred to Buyer under this Agreement, all of which property is free and clear of any liens or encumbrances granted or permitted by Seller, subject only to the Permitted Exceptions.

11. **General.**

(a) **Notices.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered

mail, return receipt requested, or by reputable overnight carrier, to the appropriate party at its address set forth below.

If to Seller: County of Clackamas, State of Oregon
2015 Kaen Road
Oregon City, OR 97045
Attn: Clackamas County Administrator

If to Buyer: Parrott Creek Child and Family Services, Inc.
1001 Molalla Ave., Suite 209
Oregon City, OR 97045

Either party may, by written notice, designate a different address for purposes of this Agreement. A copy of any notice to Seller shall also be simultaneously emailed to Kurt Ruttum at kurt.ruttum@tonkon.com and any notice to Buyer shall also be simultaneously emailed to Andrew Naylor at anaylor@clackamas.us.

(b) **Time is of the Essence.** Time is of the essence of this Agreement and each provision hereof.

(c) **Binding Effect.** This Agreement will be binding upon and will inure to the benefit of Seller, Buyer and their respective heirs, personal representatives, successors and permitted assigns.

(d) **No Attorney 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.

(e) **Further Acts.** The parties agree to execute and deliver such additional documents, and perform such additional acts, as may be reasonably required to carry out the transaction provided for in this Agreement.

(f) **Survival.** All covenants and conditions contained in this Agreement which may involve performance subsequent to the Effective Date will survive the transfer of the Property to Buyer pursuant to the Deed.

(g) **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

(h) **Entire Agreement.** This written Agreement sets forth the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior negotiations, discussions, agreements and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

(i) **Governing Law; Venue.** This Agreement will be governed by Oregon law, without giving effect to conflict of law principles. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the Oregon state courts located in Clackamas County, Oregon.

(j) **Limitation of Liabilities.** 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Agreement.

(k) **Counterparts.** This Agreement may be executed in counterparts. Facsimile and pdf signatures will be valid for all purposes of this Agreement.

(l) **Land Use Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby, as of the Effective Date.

SELLER: COUNTY OF CLACKAMAS, STATE OF OREGON

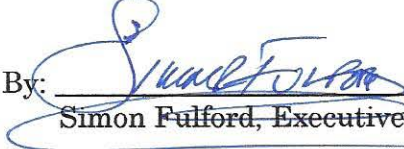
By: _____

Name: _____

Title: _____

Date: _____, 2020

BUYER: PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

By:  _____
Simon Fulford, Executive Director

Date: August 7, 2020

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby, as of the Effective Date.

SELLER: COUNTY OF CLACKAMAS, STATE OF OREGON

By: _____

Name: _____

Title: _____

Date: _____, 2020

BUYER: PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

By: _____

Simon Fulford, Executive Director

Date: _____, 2020

EXHIBIT A
Form of Deed

**After recording return to and
until a tax change is requested, all
tax statements shall be sent to:**

**Parrott Creek Child and Family Services, Inc.
1001 Molalla Ave., Suite 209
Oregon City, OR 97045**

STATUTORY SPECIAL WARRANTY DEED

COUNTY OF CLACKAMAS, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, (“Grantor”), conveys and specially warrants to PARROTT CREEK CHILD AND FAMILY SERVICES, INC. (“Grantee”), all right, title and interest in and to the following described real property (the “Property”), free of encumbrances created or suffered by the Grantor, except as specifically set forth in attached Schedule 1 and except for the revisionary interests described below:

The North one-half of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and state of Oregon.

EXCEPTING THEREFROM that portion conveyed by Clackamas County, Oregon, a political subdivision of the State of Oregon, to William Blacklaw by County Deed recorded December 15, 1986 as Recorder's Fee No. 86-049981, and described as follows:

The North 40 feet of the Northeast one-quarter of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM all of that property lying Westerly of the Southerly extension of the Easterly line of County Road No. 224.

The true and actual consideration for this conveyance is \$1.00.

Grantor retains a reversionary right in the Property that may only be exercised if Grantee, its successors or assigns, uses the Property for any purpose other than providing social services and child care services, including but not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support social services and child care services (the “Permitted Uses”). If Grantee, its successors or assigns, uses the Property for any purpose other than one or more of the Permitted Uses, Grantor may provide Grantee, its successors or assigns,

one hundred eighty (180) days' written notice of such a breach with an opportunity to cure. If Grantee, its successors or assigns, fails to cure such breach within such 180-day period, title to the Property shall revert to Grantor by operation of law immediately following the entry of a final nonappealable decision by a court of competent jurisdiction that Grantee, its successors or assigns, is using the Property for any purpose other than one or more of the Permitted Uses.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Executed to be effective _____, 2020.

[Remainder of page intentionally blank; signature follows]

GRANTOR:

COUNTY OF CLACKAMAS, STATE OF OREGON

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me on _____, 2020, by _____, acting in his or her capacity as the _____ of County of Clackamas, State of Oregon, on behalf of said county.

Notary Public for _____
My Commission Expires: _____

ACKNOWLEDGED BY GRANTEE:

PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

By: _____
Simon Fulford, Executive Director

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me on _____, 2020 by Simon Fulford, acting in his capacity as the Executive Director of Parrott Creek Child and Family Services, Inc.

Notary Public for _____
My Commission Expires: _____

SCHEDULE 1

Permitted Exceptions

1. Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Parrot Creek.

2. Easement for the purpose shown below and rights incidental thereto, as granted in a Deed:
Granted to: Adjoining property owner
Purpose: Ingress and egress
Recording Date: December 15, 1986
Recording No.: 86-049981
Affects: A 40 foot wide strip through the Northwesterly portion

3. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: Canby Telephone Association, an Oregon corporation
Purpose: Telephone service facilities
Recording Date: July 25, 2001
Recording No.: 2001-058501
Affects: Exact location not disclosed

099997/32527/11051479v9

**After recording return to and
until a tax change is requested, all
tax statements shall be sent to:**

**Parrott Creek Child and Family Services, Inc.
1001 Molalla Ave., Suite 209
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EXCEPTING THEREFROM that portion conveyed by Clackamas County, Oregon, a political subdivision of the State of Oregon, to William Blacklaw by County Deed recorded December 15, 1986 as Recorder's Fee No. 86-049981, and described as follows:

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EXCEPTING THEREFROM all of that property lying Westerly of the Southerly extension of the Easterly line of County Road No. 224.

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successors or assigns, is using the Property for any purpose other than one or more of the Permitted Uses.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Executed to be effective _____, 2020.

[Remainder of page intentionally blank; signature follows]

GRANTOR:

COUNTY OF CLACKAMAS, STATE OF OREGON

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me on _____, 2020, by _____, acting in his or her capacity as the _____ of County of Clackamas, State of Oregon, on behalf of said county.

Notary Public for _____
My Commission Expires: _____

ACKNOWLEDGED BY GRANTEE:

PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

By: _____
Simon Fulford, Executive Director

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me on _____, 2020 by Simon Fulford, acting in his capacity as the Executive Director of Parrott Creek Child and Family Services, Inc.

Notary Public for _____
My Commission Expires: _____

SCHEDULE 1

Permitted Exceptions

1. Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Parrot Creek.

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Purpose: Ingress and egress
Recording Date: December 15, 1986
Recording No.: 86-049981
Affects: A 40 foot wide strip through the Northwesterly portion

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Granted to: Canby Telephone Association, an Oregon corporation
Purpose: Telephone service facilities
Recording Date: July 25, 2001
Recording No.: 2001-058501
Affects: Exact location not disclosed

039463\00014\11415301v1

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Intergovernmental Agreement with the City of Estacada and the
Community Development Division for
CDBG Funding for an ADA Ramp at Main & NE 6th intersection

Purpose/ Outcome	The Community Development Block Grant (CDBG) will allow for construction of ADA ramps and widening of a crosswalk at the intersection of Main & 6 th Street.
Dollar Amount and Fiscal Impact	CDBG funds of \$110,000 as a grant for community partnership. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development CDBG funds
Duration	Upon signature to June 30, 2021
Previous Board Action/ Review	No previous Board action.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
Counsel Review	The Intergovernmental agreement was reviewed and approved by County Counsel 1. August 4, 2020 2. KR & AN
Procurement Review	1. Was the item processed through Procurement? <i>yes</i> <input type="checkbox"/> <i>no</i> <input type="checkbox"/> 2. Item is an IGA
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	H3S 9806

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement for the purpose to improve crosswalks and public safety for the City of Estacada in Clackamas County, OR. In 2019 the City of Estacada applied for Community Development Block Grant (CDBG) funding to improve connecting streets owned by the City.

PROJECT OVERVIEW: The work to be performed will be for the reconstruction of roadway surface of Main Street intersecting with NE 6th Avenue for improved pedestrian safety to the Public-Right-Of-Way. This Agreement further provides for demolition of old surfaces, adding new curbs and sidewalks, grading for new American's with Disabilities Act (ADA) ramps and storm water conveyance systems.

This project meets the requirements of the U.S. Department of Housing and Urban Development Office (HUD) requirements for a National Objective by using CDBG funds.

RECOMMENDATION: We recommend the approval of this Intergovernmental Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

 Jordney A. Cook, HHS Deputy / FOR

Richard Swift, Director
Health, Housing Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE CITY OF ESTACADA**

#9806

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Estacada ("City"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The County, by and through its Community Development division, and City intend to engage in a project (the "Project") to improve crosswalks connecting streets owned by City and described as intersection of Main Street and NE 6th Avenue, Estacada, Oregon ("Property").

The work to be performed as part of the Project includes the following: for the reconstruction of roadway surface of Main Street intersecting with NE 6th Avenue for improved pedestrian safety to the Public Right-Of-Way. This Agreement further provides for demolition of old surfaces, adding new curbs and sidewalks, grading for new Americans with Disabilities Act ("ADA") ramps and storm water conveyance system as part of the reconstruction work. The project is located in the City of Estacada. The City will determine the full scope of work with their hired engineer and inform the County of the scope of work prior to bidding all components of the work. These improvements are herein referred to as the "Project."

The County will provide partial funding for the Project, and will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. City will be responsible for matching a certain percentage of the total Project cost, as detailed in this Agreement, and will coordinate with County and any third party the County contracts with to complete the Project. The Project is named the ADA Ramp Main Street & NE 6th Avenue Project.

The Project meets the U.S. Department of Housing and Urban Development Office ("HUD") requirements for a National Objective, by using federal Community Development Block Grant ("CDBG") funds to the County's Low-Mod-Area ("LMA"). In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, whichever is sooner.
2. **Scope of Work.** The parties agree to perform the services and other tasks identified in the Scope of Work attached hereto as Exhibit A.
3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development ("HUD"), Community Development Block Grant ("CDBG") funds toward the Project in a sum not to exceed One Hundred Ten Thousand Dollars (\$110,000.00)

("CDBG Funds"). The CDBG Funds will be paid directly to any contractor hired by County to construct the Project ("Contractor") upon full execution of a construction contract. The City agrees to pay all amounts in excess of the CDBG Funds necessary to complete the Project, including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The County will not pay for 100% of a Construction Project using CDBG funds. The County has adopted the strategy of requiring partner agencies (public and private) to provide a minimum 20% of the Project costs in matching contributions (the "Match Contributions") for a construction project. This financially supports the full funding of proposed construction projects. Match Contributions become part of the Project budget, subject to the County's review and approval. The City may submit match expenditures as part of their 20% contribution toward the Project's costs. Match expenditures may include the following: assigned City staff time (hourly rate and benefits), materials, purchased products and equipment owned or rented by the City.

The parties anticipate that the total costs of completing the Project will not exceed the estimated sum of \$150,000 dollars. If, following receipt of construction bid proposals as part of the County's public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and City agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

4. **Payment.** The Contractor will submit monthly invoices jointly to the City and County for work performed to complete the Project and shall include the total amount billed to date prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to the Contractor directly following the County's review and approval of invoices submitted. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. The County CDBG funds will be used first to pay the Contractor. The City funds will be used second to pay the Contractor. Once the County has expended all of the CDBG funds allocated for the Project, the City will pay the County any amounts that are or will be due and owing to complete the Project. The County will invoice the City for the balance of the Project funds. The County will reconcile all construction project funds through the completion of the Work. The County is not responsible for, and will not pay, any amount in excess of the \$110,000 of CDBG funds. The City is solely responsible for payment of any amounts necessary to complete the Project in excess of the \$110,000 of CDBG funds.
5. **Representations and Warranties.**
 - A. *City Representations and Warranties:* City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.

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

6. Termination.

- A. Either the County or the City may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. The County and City will work together to avoid terminating the Agreement to construct the Project, by bidding the Project, receiving and reviewing the bid amounts. If the County receives bids that are above the allocated budgeted funds, the County and City will jointly decide to not move forward with the Construction Project. The County will send out notice to Contractors that bids are all above the budgeted funds and the Project will be canceled.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, 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 performance under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

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

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

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. 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.

A. Any Council or their designee will act as liaison for the County.

Contact Information:

Clackamas County Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045
acouncil@clackamas.us

Denise Carey or their designee will act as liaison for the City.

Contact Information:

City of Estacada
P.O. Box 958
Estacada, OR 97023
carey@cityofestacada.org

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City 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. City, by execution of this Agreement, hereby consents to the in persona jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** City shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. City shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, City shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and/or copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **No Third-Party Beneficiary.** City 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.
- K. **Subcontract and Assignment.** City 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 City of any of its duties or obligations under this Agreement.
- L. **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.

- M. **Survival.** All provisions in sections 3, 4, 5, 7 and 10(A), (C), (D), (E), (F), (G), (H), (J), (N), (O), and (R) shall survive the termination of this Agreement, and all other rights and obligations which by their context are intended to survive.
- N. **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.
- O. **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.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both parties 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 their obligations under this Agreement.
- Q. **Confidentiality.** City 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 City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City 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.
- R. **No Attorney 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

[Signatures on Following Page]

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

Clackamas County


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

Richard Swift, Director
Health, Housing & Human Services
Department

Date

City of Estacada

Council President, Katy Dunsmuir
Councilor, Justin Gates
Councilor, Jerry Tenbush
Councilor, K.C. Spangler



Sean Drinkwine, Mayor
City of Estacada

July 27, 2020

Date

County Counsel



Approved to Form

8/4/20

Date

Exhibit A

SCOPE OF WORK

City Responsibilities:

- A. Under this Agreement, the responsibilities of the City shall be as follows:
1. The City shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project, including providing all necessary authorizations and approvals, consistent with applicable law, for use of the Property as may be necessary to complete the Project.
 2. The City shall obtain any easements or approvals necessary to allow access onto private property through the course of the Project. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"). If assistance is needed for URA guidance, the County has a Right-Of-Way Acquisition Specialist.
 4. The City shall provide primary authority for the rehabilitation of the Project. This shall include; providing all material specifications to bid the Project, as well as review and approval of the County's Project manual prior to release to the public to obtain bids.
 5. The City shall provide oversight for the construction in partnership with the County for the Project. Such services shall be provided at no cost to the County provided, however, that nothing herein shall be construed as creating a contractual relationship between the City and Contractor. The City shall solely be a third party beneficiary under any contract between County and Contractor.
 6. The City shall require a permit for all bid items for the Project, prior to the Contractor starting any work on the property.
 7. The City shall review and approve all Contractor invoice(s) for the Project, prior to the County's review and approval for payment to the Contractor, through the County Finance Department.
 8. The City shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the City as provided by CDBG requirements.
 9. The City shall complete and submit a Performance Measures Report following completion of the Project, attached as Exhibit B-1 and incorporated by reference.

10. The City shall complete and submit a Matching Funds Report following completion of the Project, attached as Exhibit B-2 and incorporated by reference.
11. Any need to reference the HUD Income Limits for the area related to the Project is below:

HUD 2020 Annual Income Limits for the Portland-Vancouver Metropolitan Area								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$32,250	\$36,850	\$41,450	\$46,050	\$49,750	\$53,450	\$57,150	\$60,800
Low Income	\$51,600	\$59,000	\$66,350	\$73,700	\$79,600	\$85,500	\$91,400	\$97,300

12. The City shall comply with the requires following completion of the Project, Change of Use, Excerpt from 24 CFR 570.505, use of real property, attached as Exhibit B-3 and incorporated by reference.
13. Upon completion of the Project, the City agrees to maintain ownership of the property for the life of the Project.
14. The City shall pay any amounts incurred as part of the Project, whether by the Contractor or other party, in excess of the \$110,000 of CDBG funds provided by the County.

County Responsibilities:

A. Under this Agreement, the responsibilities of the County will be as follows:

1. Consistent with applicable state and local public contracting statutes and rules, the County will bid and contract for construction of the Project and, with the advice of the City, will approve changes, modifications, or amendments as necessary to serve the public interest.
2. The County shall include the City as a third party beneficiary under the construction contract with Contractor for construction of the Project.
3. The County will assign a Project Coordinator to perform the following duties:
 - a. Provide Project Manual with City and County Documents and Bid the Project;
 - b. Write and send the Intent to Award Notices for the Project to all bidders;
 - c. Hire the lowest responsive/ responsible Contractor and prepare documents for the Board of County Commissioners approval;

- d. Issue the Notice to Proceed to Contractor and hold a Pre-Construction Meeting with applicable members;
 - e. Process Pay Request using CDBG funds and City funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon, U.S. Department of Housing and Urban Development (“HUD”) Federal Labor Standards Provisions as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD required Project Close-Out Documents; and
 - h. Release Retainage to Contractor will occur only after the County and the City approve and sign-off on Project after the scope of work has been completed.
- 4. The County agrees to provide and administer available Federal Community Development Block Grant (“CDBG”) funds (CFDA 14.218) granted by HUD to finance the Project.
 - 5. The County shall conduct necessary environmental reviews described in 24 CFR 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 - 6. The County shall provide reasonable and necessary staff for administration of the Project.
- B. The County and City agree to jointly review and approve all design, material selection, and contract documents for the Project.

Exhibit B-1

PERFORMANCE MEASURES REPORT

FOR THE PERIOD: JULY 1, 2020 TO JUNE 30, 2021

Project Name: ADA Ramp Main Street & NE 6th Avenue Project

The Service Area for this project is contained within Census Tract _____ Block Group
__ of the City of Estacada portion of this Block Group is _____% Low- and Moderate-
Income.

Choose all that apply:

- # of persons _____ with new access to this Public Facility or Infrastructure Improvement
- # of persons _____ with improved access to Public Facility or Infrastructure Improvement
- # of persons _____ with access to this type of Public Facility or Infrastructure
Improvement that is No Longer Substandard.

Total Number of persons assisted: _____

See Attached
Project Map Area:

Other benefits to the service area:

Signature

Date

Organization

Project Map Area

Google Earth



Exhibit B-2

CDBG PROJECT MATCHING FUNDS REPORT

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the ADA Ramp Main Street & NE 6th Project:

FY 2020-21 CDBG Funds	\$110,000 (max.)
-----------------------	------------------

SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$10/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other	\$ _____

Prepared By: (Print name)

 Signature

 Date

Exhibit B-3

CHANGE OF USE

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with AntFarm, Inc to provide Youth Opioid Prevention & Early Screening for Rural Clackamas County in Sandy and Estacada

Purpose/Outcome	AntFarm was selected through a competitive process to provide coordination resources and services for students to reduce harmful opioid and other substance misuse in the rural areas of Clackamas County (Sandy and Estacada). The program strengthens a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance abuse.
Dollar Amount and Fiscal Impact	\$75,000 Catalogue of Federal Domestic Assistance (CFDA) #16.842 No County General Funds are involved. No match required.
Funding Source	U.S. Dept of Justice: Office of Juvenile Justice and Delinquency Prevention (OJJDP) Award No. 2018-YB-FX-K007 Opioid Affected Youth Initiative (CFDA #16.842)
Duration	Effective date August 1, 2020 and terminates on September 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7/30/20, AN
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 562-676-7675
Contract No.	H3S9808

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with AntFarm, Inc. Rural Opioid Prevention and Early Screening (ROPES) programming will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen collaboration and promote system integration among local, county, and state agencies service youth and families to increase the capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

This Grant agreement is funded through SAMHSA and provides funding for services starting on August 1, 2020 and terminates September 30, 2021. This agreement has a maximum value of \$75,000.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S Deputy Director". The signature is stylized and cursive.

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
FEDERAL SUBRECIPIENT GRANT AGREEMENT 21-001**

Project Name: RURAL OPIOID PREVENTION & EARLY SCREENING ("ROPES")

H3S Contract Database Number: 9808

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and AntFarm ("SUBRECIPIENT"), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: Mike Morasko

Program Manager: Elizabeth White

Clackamas County Finance
2051 Kaen Road
Oregon City, OR 97045
(503) 650-5435
mmorasko@clackamas.us

Children, Family & Community Connections
112 11th St.
Oregon City, OR 97045
503-709-2961
ewhite@clackamas.us

Subrecipient Data

Finance/Fiscal Representative:

Program Representative:

Two Foxes Singing (Nunpa)

Two Foxes Singing (Nunpa)

AntFarm Inc.
39140 Proctor Blvd
Sandy, OR 97055
(971) 275-2893
nunpa@antfarmyouthservices.com

AntFarm, Inc.
39140 Proctor Blvd
Sandy, OR 97055
(971) 275-2893
nunpa@antfarmyouthservices.com

DUNS: 833059673

RECITALS

Problem: Youth substance use and abuse is a significant problem in rural Clackamas County. Children, Family and Community Connections ("CFCC") was awarded a three year US Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant to develop an effective, data-driven response to improve public safety of children, youth, and families impacted by the opioid crisis, through the Opioid Affected Youth Initiative ("OAYI"). The partnership with SUBRECIPIENT will provide early screening for opioid and other substance misuse, assessment services and early intervention services to middle and high school age youth in rural Clackamas County.

SUBRECIPIENT will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

SUBRECIPIENT is a not-for-profit agency that supports young people, families, adults, and communities to develop health and happiness through the discovery of hope.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **August 1, 2020** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached **Exhibit A: Subrecipient Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of OJJDP as provided in their DOJ Grants Financial Guide (<https://ojp.gov/financialguide/DOJ/index.htm>), and in accordance with the regulatory requirements provided at 34 USC 11171-11172 & PL No. 115-141, 132 Stat. 348, 423, which is the source of the grant funding, in addition to compliance with requirements of Title 42 of the Code of Federal Regulations ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; **CFDA 16.482**). The maximum, not to exceed, grant amount COUNTY will pay is **\$75,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Monthly/Quarterly/Final Performance Report**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* rate of 10% of modified total direct costs for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement

should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.

- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Monthly/Quarterly/Final Performance Report** for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Protection of Personally Identifiable Information.** SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information ("PII") (2 CFR 200.79) within the scope of this program, or 2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a

nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Office of Juvenile Justice and Delinquency Prevention access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY and the Federal Government, 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 SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and 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, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention No. 2018-YB-FX-K007, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Office of Juvenile Justice and Delinquency Prevention Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon, subject to ORS Chapter 180), save and hold harmless COUNTY, the Office of Juvenile Justice and Delinquency Prevention, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in Exhibit I: Insurance.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g) **Governing Law.** This Agreement is made in State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A – Subrecipient Statement of Program Objectives
- Exhibit B – Subrecipient Program Budget
- Exhibit C – Lobbying Certificate
- Exhibit D – Required Financial Reporting and Reimbursement Request
- Exhibit E – Monthly/Quarterly/Final Performance Report
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Clackamas County Children, Family and Community Connections REQUIRED SUBRECIPIENT AGREEMENT PROVISIONS
- Exhibit I – Insurance

(Signature Page Follows)


SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

AntFarm
39140 Proctor Boulevard
Sandy, OR 97055
503-668-9955

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

Signing on Behalf of the Board:

By:  07/30/2020
Nunpa (two foxes singing) Date

Rod Cook, Associate Director Date
Health, Housing & Human Services

Approved Budget and Work Plan:

 August 3, 2020
Adam Freer, Director Date
Children, Family & Community Connections

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with Northwest Family Svcs to provide Youth Opioid Prevention & Early Screening for Rural Clackamas County in Canby and Molalla

Purpose/Outcome	Northwest Family Services (NWFS) was selected through a competitive process to provide coordination resources and services for students to reduce harmful opioid and other substance misuse in the rural areas of Clackamas County (Canby and Molalla). The program strengthens a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance abuse.
Dollar Amount and Fiscal Impact	\$75,000 Catalogue of Federal Domestic Assistance (CFDA) #16.842 No County General Funds are involved. No match required.
Funding Source	U.S. Dept of Justice: Office of Juvenile Justice and Delinquency Prevention (OJJDP) Award No. 2018-YB-FX-K007 Opioid Affected Youth Initiative (CFDA #16.842)
Duration	Effective date August 1, 2020 and terminates on September 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7/30/20, AN
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 562-676-7675
Contract No.	H3S9809

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with Northwest Family Services. Rural Opioid Prevention and Early Screening (ROPES) programming will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen collaboration and promote system integration among local, county, and state agencies service youth and families to increase the capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

This Grant agreement is funded through SAMHSA and provides funding for services starting on August 1, 2020 and terminates September 30, 2021. This agreement has a maximum value of \$75,000.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

 *Richard Swift, H3S Deputy / For*

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
FEDERAL SUBRECIPIENT GRANT AGREEMENT #21-002**

Project Name: RURAL OPIOID PREVENTION & EARLY SCREENING (ROPES)
H3S Contract Database Number: 9809

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and **Northwest Family Services** ("SUBRECIPIENT"), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: Mike Morasko	Program Manager: Elizabeth White
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 650-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11th St. Oregon City, OR 97045 503-709-2961 ewhite@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Emily Tingle	Program Representative: Jenna Napier
Northwest Family Services 6200 SE King Road Portland, OR 97222 503-734-6121 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 503-734-0893 jnapier@nwfs.org
DUNS: 612467134	

RECITALS

Problem: Youth substance use and abuse is a significant problem in rural Clackamas County. Children, Family and Community Connections ("CFCC") was awarded a three year US Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant to develop an effective, data-driven response to improve public safety of children, youth, and families impacted by the opioid crisis through the Opioid Affected Youth Initiative ("OAYI"). The partnership with Northwest Family Services will provide early screening for opioid and other substance misuse, assessment services and early intervention services to middle and high school age youth in rural Clackamas County.

SUBRECIPIENT will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

SUBRECIPIENT is a not-for-profit agency that supports young people, families, adults, and communities to develop health and happiness through the discovery of hope.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **August 1, 2020** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached **Exhibit A: Subrecipient Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of OJJDP as provided in their DOJ Grants Financial Guide (<https://ojp.gov/financialguide/DOJ/index.htm>), and in accordance with the regulatory requirements provided at 34 USC 11171-11172 & PL No. 115-141, 132 Stat. 348, 423, which is the source of the grant funding, in addition to compliance with requirements of Title 42 of the Code of Federal Regulations ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; **CFDA 16.482**). The maximum, not to exceed, grant amount COUNTY will pay is **\$75,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Monthly/Quarterly/Final Performance Report**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement

have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—Post Federal Award Requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* rate of 10% of modified total direct costs for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
 - j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Monthly/Quarterly/Final Performance Report** for each period (monthly, quarterly, and final) during the term of this Agreement.
 - k) **Protection of Personally Identifiable Information.** SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information ("PII") (2 CFR 200.79) within the scope of this

program, or 2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Office of Juvenile Justice and Delinquency Prevention access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY and the Federal Government, 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 SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and 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, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention No. 2018-YB-FX-K007, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Office of Juvenile Justice and Delinquency Prevention Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work

shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.

- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All

sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon, subject to ORS Chapter 180), save and hold harmless COUNTY, the Office of Juvenile Justice and Delinquency Prevention, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in Exhibit I: Insurance.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A – Statement of Program Objectives and Work Plan Quarterly Report
- Exhibit B – Program Budget
- Exhibit C – Lobbying Certificate

- Exhibit D – Required Financial Reporting and Reimbursement Request
- Exhibit E – Final Performance Report
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Required Subrecipient Agreement Provisions
- Exhibit I – Insurance

(SIGNATURE PAGE FOLLOWS)

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August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #2 with Oregon Impact
for youth marijuana and substance abuse prevention efforts in Clackamas County.

Purpose/Outcome	Oregon Impact will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, increase awareness of marijuana and other drug effects to youth in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$30,000 for a maximum value of \$90,000 and extends the end date to June 30, 2021. No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	July 1, 2020 through June 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 7-22-20, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 562-676-7675
Contract No.	CFCC -9095

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #2 with Oregon Impact for youth marijuana and substance abuse awareness and prevention programs in Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, educate PTA, businesses, city councils and service clubs throughout Clackamas County and incorporate anti-marijuana campaigns. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2021 and adds \$30,000 for a maximum value of \$90,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jay Alab, H3S deputy for". The signature is cursive and somewhat stylized.

Richard Swift, Director
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 20-21)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9122	Board Order Number: n/a
Department/Division: H3S-CFCC	Amendment No. 2
Local Recipient: Oregon Impact	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation, adds July 1 '20-June 30 '21 Work Plan, and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$90,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$90,000**.

REPLACE:

Exhibit B: Oregon Impact – YSAP Budget

WITH:

EXHIBIT B: RECIPIENT BUDGET				
Organization: Oregon Impact				
Program Name: Youth Substance Abuse Prevention			Contract number: 9122- amend 2	
Program Contact: Gladstone, OR 97027				
Agreement Term: December 1, 2018 to June 30, 2021				
Approved Award Budget Categories	Approved Budget 12/1/18 - 6/30/19	Approved Budget 7/1/19 - 6/30/20	Approved Budget 7/1/20 - 6/30/21	Total Budget
<u>Personnel Services</u>				
.5 FTE @ \$20.00 per hour, 20 hours per week	\$ 20,800.00	\$ 21,400.00	\$ 21,400.00	\$ 63,600.00
Fringe	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 7,200.00
Total Personnel Services	\$ 23,200.00	\$ 23,800.00	\$ 23,800.00	\$ 70,800.00
<u>Administration</u>				
Administration (Limited to 10% of total budget)	3,000.00	3,000.00	3,000.00	9,000.00
<u>Program</u>				
Materials for Business Community Boards			\$ 250.00	\$ 250.00
Materials for Youth Engagement	\$ 1,600.00	\$ 800.00	\$ 1,450.00	\$ 3,850.00
Giveaways for youth	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00
Awards - Community leaders	\$ 300.00	\$ 300.00	\$ -	\$ 600.00
Office supplies	\$ 300.00	\$ 300.00	\$ 300.00	\$ 900.00
<u>Mileage</u>				
Mileage	\$ 800.00	\$ 800.00	\$ 200.00	\$ 1,800.00
<u>Additional (please specify)</u>				
Total Programmatic Costs	\$ 6,800.00	\$ 6,200.00	\$ 6,200.00	\$ 19,200.00
Total Approved Budget	\$30,000.00	\$30,000.00	\$30,000.00	\$90,000.00

ADD:

Exhibit A-2: Oregon Impact – Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021

Provider: Oregon Impact
Activity: Youth Substance Abuse Prevention
Work Plan Period: July 1, 2020-June 30, 2021

Activities/Outputs:	Measures/Outcomes: Outcomes may be measured by on-line surveys, virtual Q&A discussions or quizzes to best meet the health and safety needs of the community.	Reporting Components	July – Sept. 2020	Oct- Dec. 2020	Jan. – March 2021	April – June 2020
February 1, 2021 a minimum of 100 PTA groups representing at least 6 Parent/Teacher Associations located in: Clatsop, Clatskanie, Kamas County. Concentrating on middle schools & charter schools. <i>If unable to participate in person will hold host a live on-line educational presentation on youth substance abuse.</i>	90% of PTA participants will report increased knowledge of the effects of marijuana and other drugs (Survey) 85% of PTAs will promote Youth No-Use Norm (Survey)	# PTA groups engaged # PTA participants reporting an increase in knowledge about the safe storage of cannabis edibles # PTAs promoting Youth No-Use Marijuana Norm				
March 1, 2021, engage a minimum of 50 retail traffic businesses and supply educational materials for display in public spaces and supplemental classroom materials on safe storage of cannabis in West Linn, Clatskanie, Lake Oswego, Milwaukie, Kamas, Oak Grove, and Happy Valley schools.	90% of business participants will report increased knowledge of the effects of marijuana and other drugs. 85% of business participants will promote Youth No-Use Norm	# business approached # individual participants # reporting an increased knowledge about the safe storage of cannabis. # associations promoting Youth No-Use Marijuana Norm				
June 30, 2021, engage a minimum of 6 City Council/Public Meetings with Positive Reinforcement messages. <i>May be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.</i>		# City Council/public meetings/events # Persons in attendance/logged in at each meeting/event				
June 30, 2021, offer “Hands-on Experience” to a minimum of 300 youth in different communities. <i>If unable to hold event in person – Oregon Impact will</i>	85% of youth participants will report increased knowledge about the effects of marijuana and other drugs.	# Youth served. # Communities served # Youth reporting increased knowledge about the effects of drugs/alcohol.				

ie an educational video for students to as part of their educational curriculum.						
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**Children, Family & Community Connection
Quarterly Work Plan Narrative**

July to September 2020

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

October to December 2020

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

January to March 2021

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

April to June 2021

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

EXHIBIT A-2 PERFORMANCE REPORTING AND WORK PLAN QUARTERLY REPORT

PERFORMANCE REPORTING SCHEDULE

Oregon City Together will submit a Monthly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 30th day of the following month. It should accompany the Fiscal Report and Reimbursement Request (Exhibit C-1).

The Monthly Activity Report will include the following metrics.

- a) Number of at-risk youth served
- b) Number and type of activities conducted during the month.

Oregon Impact will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- | | |
|---------------------------------|----------------------|
| • October 1 – December 31, 2020 | due January 15, 2021 |
| • January 1 – March 31, 2020 | due April 15, 2021 |
| • April 1 – June 30, 2020 | due July 15, 2021 |

The Final Performance Report should be submitted no later than July 15, 2020.

In addition to the Quarterly Performance Reports, Oregon Impact must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. Oregon Impact must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

REPLACE:

Exhibit C-1: Oregon Impact – Request for Reimbursement

WITH:

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i> <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>). 				
Organization: Oregon Impact		Contract #: 9122 - amend 2		
Address: 5427 Glen Echo Ave. Gladstone, OR 97027		Reporting Period:		
Contact Person: Janelle Lawrence Phone Number: (503) 303-4954 E-mail: janelle@oregonimpact.org				
Budget Category	Approved Budget 7/1/20 - 6/30/21	Current Draw Request	Previously Requested	Balance Remaining
<u>Personnel</u>				
.5 FTE @ \$20/hr., 20 hours per week	\$ 21,400.00	\$ -	\$ -	\$ 21,400.00
Fringe - \$200 per month for medical insurance	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
Total Personnel	\$ 23,800.00	\$ -	\$ -	\$ 23,800.00
<u>Administration</u>				
Administration - (limited to 10% of total budget)	\$3,000	\$ -	\$ -	\$ 3,000.00
<u>Supplies- Project Costs</u>				
Materials for Business Community Boards	\$ 250.00			
Materials for Youth Engagement	\$ 1,450.00	\$ -	\$ -	\$ 1,450.00
Giveaways for Children	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Awards for Community leaders	\$ -	\$ -	\$ -	\$ -
Office supplies: paper, ink, copies	\$ 300.00	\$ -	\$ -	\$ 300.00
Mileage	\$ 200.00	\$ -	\$ -	\$ 200.00
				\$ -
Total Program	\$ 6,200.00	\$ -	\$ -	\$ 6,200.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and wrllings of Recipient that are pertinent to this Agreement.				

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

AGENCY

Oregon Impact
5427 Glen Echo
Gladstone, OR 97027

By: 
Janelle Lawrence, Executive Director

Date: 7/22/20

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: _____

Approved as to budget and work plan:


Adam Freer, Director
Children, Family & Community Connections Division

Date: July 28, 2020

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Agreement from the
U.S. Department of Housing and Urban Development (HUD), for
Coordinated Housing Access System

Purpose/Outcome	This is a grant renewal from HUD for the purpose providing financial support to Clackamas County's Coordinated Housing Access system
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$31,928
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9823

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant agreement from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 35 different homeless housing and homelessness prevention programs in a centralized manner which is mandated by HUD.

CC-CHA has been operating since January 5, 2015. The CC-CHA system uses these funds to answer incoming calls live and ensure that homeless persons seeking housing are referred to the type, level and duration of housing and services that best fit their need. This program is an essential component of a county-wide referral system for housing needs.

The value of this grant agreement renewal is \$31,928. The agreement is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift - HHS Deputy / For

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0218L0E071904
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$31,928, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0218L0E071904	12 months	07-01-2020 - 06-30-2021	\$31,928
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$29,026
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$2,902
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

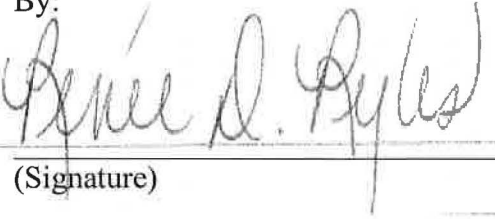
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

June 23, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

August 1, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of an Application to U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC) annual renewal of funds**

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

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 Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

**** 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: _____
CFDA(s), if applicable: 1/14/1900
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: _____ Program Income Requirement: _____
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

1. How does the grant 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:

Name (Typed/Printed)

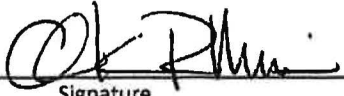
Date


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)		
Chuck Robbins Name (Typed/Printed)	7/25/19 Date	 Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift Name (Typed/Printed)	7/25/19 Date	 Signature FOR REVISION

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

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 #: A.1 Date: 8-1-19

OR

Policy Session Date:



County Administration Attestation

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the
U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
for the HOPE Leasing Program, for the Purpose of Providing Permanent Supportive Housing

Purpose/Outcome	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$277,429
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/219 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9820

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. Approximately 15 households receive assistance each year.

The value of this grant agreement renewal is \$277,429. The agreement is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal agreement and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Handwritten signature in blue ink that reads "Richard Swift, HHS Deputy for".

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0100L0E071912
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$277,429, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0100L0E071912	12 months	07-01-2020 - 06-30-2021	\$277,429
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$202,860
g. Supportive services			\$62,342
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$12,227
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

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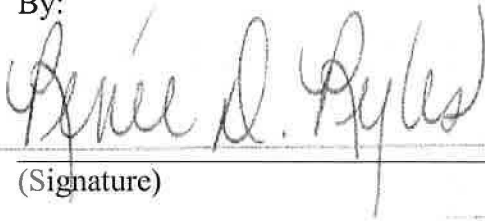
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

June 23, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

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To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

August 1, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development, Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

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

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

****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: _____
CFDA(s), if applicable: 1/14/1900
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2021 Program Income Requirement: _____
Completed By: _____
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?

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:

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. ****

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Agreement from Department of Housing and
Urban Development (HUD),
Supportive Housing Program for the Housing Our Heroes Project
for the Purpose of Providing Permanent Supportive Housing to Veterans

Purpose/Outcome	This is a grant renewal from HUD for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$354,621
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9824

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Approximately 18 households will be assisted annually.

The value of this grant agreement is \$354,621. The agreement is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, HHS deputy / FOR".

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0217L0E071904
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$354,621, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0217L0E071904	12 months	07-01-2020 - 06-30-2021	\$354,621
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$263,160
g. Supportive services			\$66,884
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$24,577
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

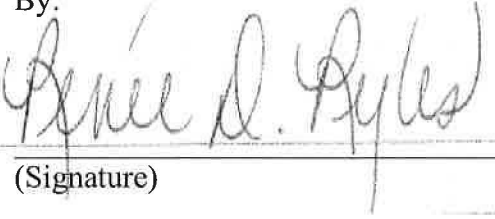
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director
(Typed Name and Title)

June 24, 2020
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

COPY

Richard Swift
 Director

August 1, 2019

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development, Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

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
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Lead Department: H3S

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

****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
CFDA(s), if applicable: 1/14/1900
Announcement Date: 7/3/2019
Grant Category/Title: NOFA FY2019 CoC Competition
Allows Indirect/Rate: Yes
Application Deadline: 9/30/2018
Grant Start Date: 7/1/2020
Grant End Date: 6/30/2021
Completed By: _____
Pre-Application Meeting Schedule: _____

Funding Agency Award Notification Date: _____
Announcement/Opportunity #: FR-6300-N-25
Max Award Value: \$2,925,000
Match Requirement: 25% for Planning and Admin funds
Other Deadlines: _____
Other Deadline Description: _____
Program Income Requirement: _____

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:

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. ****

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Agreement from the
U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program
for the Rent Well Rapid Re-Housing Program

Purpose/Outcome	This is a grant renewal from HUD for the purpose of reducing housing barriers and providing rental assistance for permanent housing for homeless individuals and families.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$127,029
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9825

BACKGROUND:

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Approximately 15 households will be assisted.

The value of this grant agreement is \$127,029 and it is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Handwritten signature in blue ink: Rodney A. Cook, HHS Deputy / For

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0177L0E071906
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$127,029, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0177L0E071906	12 months	07-01-2020 - 06-30-2021	\$127,029
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$40,716
g. Supportive services			\$78,114
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$8,199
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

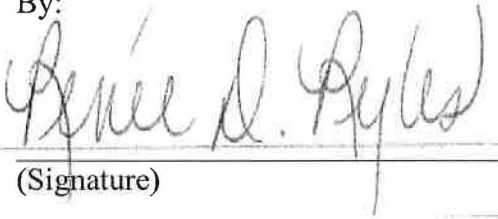
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

June 24, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

August 1, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

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

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

****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
CFDA(s), if applicable: 1/14/1900 Funding Agency Award Notification Date: _____
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2021 Program Income Requirement: _____
Completed By: _____
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?

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:

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. ***

August 20, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 with CareOregon Inc., for
COVID-19 Stabilization Funding

Purpose/Outcomes	Provides dental stabilization funding for COVID-19 Response.
Dollar Amount and Fiscal Impact	Amendment adds \$127,519. Contract maximum value \$324,519.
Funding Source	Funding through CareOregon - No County General Funds are involved.
Duration	Effective March 1, 2020 and terminates on December 31, 2020
Previous Board Action	5/21/2020 – A3
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Approved 8/10/20 – KR and EOC Command
Procurement Review	Was the item processed through procurement? No If no, brief explanation. Revenue contract, no procurement needed
Contact Person	Deborah Cockrell – Health Centers Director (503) 742-5495
Contract No.	9831_1

BACKGROUND:

The Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of an Amendment with CareOregon, Inc., for stabilization funding due to the COVID-19 response. The funding will ensure continuity of dental services to dental patients and provide financial stability during the COVID-19 epidemic due to temporary delay and decrease in normal volumes of patients.

CareOregon will provide a second stabilization payment based on an initial reconciliation of claims from March 2020 to June 2020. This is intended as an interim stabilization funding plan. A final reconciliations of claims payments will be made no later than March 2021 to determine if any payment is due to either party.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

AMENDMENT #1

To The

Letter of Agreement for COVID-19 Stabilization Funding - Dental

Between

CareOregon, Inc.

and

Clackamas County ~~Community~~ Health Centers Division

This is Amendment #1 to the CareOregon Letter of Agreement for COVID-19 Stabilization Funding - Dental that was effective March 1, 2020 between CareOregon, Inc. (herein referred to as "CareOregon") and Clackamas County ~~Community~~ Health Centers Division (hereinafter referred to as "Provider").

The parties mutually agree to amend the Agreement as follows with deleted language ~~struck through~~ and new language **underlined and bold**.

1. Section V. Payment

C. **CareOregon has completed an initial reconciliation of claims paid through June and agrees to pay Provider a second payment of \$127,519.00 upon receipt of the signed Amendment by both parties. The intent of the second payment is to support Provider's cash flow needs. The payment represents one hundred percent (100%) of the estimated Stabilization Funding Gap, which is defined as the difference between the average claims paid in 2019, adjusted for membership, and actual claims volume from March 2020 to June 2020 based on claims paid through early July 2020. The second payment will be included with the initial payment during final reconciliation, to determine whether any payment is due to either party.** CareOregon will complete a final reconciliation of claims payments no later than March 31, 2021 for claims with dates of service March 2020 to December 2020.

F. If the **sum of the initial and any subsequent payments** are is greater than the Stabilization Funding Gap, Provider shall pay the difference to CareOregon within sixty (60) days of completing the final reconciliation as agreed by Provider and CareOregon.

I. If the **sum of the initial and any subsequent payments** are is less than \$25,000.00, no recoupments will be required, but additional payments may be made upon reconciliation.

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on **July 31, 2020**, All other terms and conditions of the Agreement shall remain in full force and effect.

CAREOREGON, INC.

CLACKAMAS COUNTY ~~COMMUNITY~~ HEALTH CENTERS DIVISION

Signature: _____

Signature: _____

Name: Eric C. Hunter

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

Tax ID: _____



DAN JOHNSON
DIRECTOR

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County
and the City of Beaverton for Provisions of
Permit Processing and Building Inspection/Plan Review (BI/PR) Services

Purpose/Outcomes	To adopt an intergovernmental agreement (IGA) with the City of Beaverton to provide staffing assistance to the Department of Transportation and Development's (DTD) Building Codes Division (BCD).
Dollar Amount and Fiscal Impact	Under this IGA Clackamas County's BCD will coordinate with the City of Beaverton to utilize the services of a fully trained and certified City employee for a period of 6 months. The County's BCD will pay a rate of \$44.82 per hour (\$49.73 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, and the total dollar amount will be based upon the hours worked during the timeframe of the Agreement.
Funding Source	The Building Codes Division will support this IGA with funds that are the result of fees for service (permitting and plans review fees). No general funds are used for this contract. These funds are accounted for the approved FY20-21 budget.
Duration	The IGA will be effective upon signature by the Board, and will terminated one year from signing.
Previous Board Action	There is no previous Board action on this item.
Strategic Plan Alignment	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i></p> <p>The Land Use and Permitting line of business' purpose is to provide the community with comprehensive plan review, permitting and inspection services. With the impacts of COVID-19, including the requirement to perform all our services online, we have seen increased complexity in our</p>

	<p>work coupled with the seasonal higher construction activity. By using this IGA we will be able to rapidly access assistance by fully trained and certified staff.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <p>While not specifically outlined in the Board's Priorities, it is a Performance Clackamas goal to support growing a vibrant economy and build a strong infrastructure. Each year the Land Use and Permitting line of business adds 6.7 million square feet of constructed improvements to the community, which is valued at \$675,000,000. Adding staffing assistance to the Building Codes Division will help meet this goal.</p>
County Counsel Review	This IGA was reviewed and approved by County Counsel on August 10, 2020, NB
Procurement Review	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: This item is an Intergovernmental Agreement.</p>
Contact Person	Matt Rozzell, Building Codes Administrator. (503)742-4748.

BACKGROUND:

With the onset of COVID-19, and Governor Kate Brown issuing the *Stay Home Save Lives* order (with the Clackamas County Board of Commissioners also declaring an emergency), construction was deemed an essential service, which required the Department of Transportation and Development's (DTD) Development Services to remain open for business during the pandemic. In response to this requirement, in early April, Clackamas County implemented new permitting protocols which allows customers to submit building permit applications online, and enables our plans examiners to review plans remotely. This new system has made it possible for the Building Codes Division to continue working throughout the pandemic, while keeping staff safe and the construction industry moving forward with their projects.

With the creation of this new electronic permitting and review system, and the high number of permit applications and reviews we are experiencing, we have seen a large increase in the workload for our permitting (permit technicians and specialists) and plans examiner teams. To provide these two work groups with additional resources, the County is seeking to enter into an Intergovernmental Agreement (IGA) with the City of Beaverton for the City to provide staff assistance to these County teams.

The IGA will allow the City of Beaverton to assist the County by providing a fully trained and certified employee to perform permitting and plans review work assigned by the County's Building Codes Division. City staff will remain an employee of the City of Beaverton, under their supervision and receiving all compensations from the City. The County will assign, direct, and review the work, and all tasks performed will be done remotely (either working from home or in City offices).

In using this staffing assistance, the County will be paying \$44.82 per hour (\$49.73 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, which use private contractors to perform similar tasks. The IGA establishes the use of borrowed staff for a period of 6 months, with the IGA expiring one year from signing.

Using this IGA will not impact current staff's available work or overtime opportunities, and will support existing staff as they experience increased workloads and customer demands for service. In accordance with Article 23 of the current 2019-2020 DTD AFSCME bargaining agreement, a 20 calendar day notice of contracting work was provided to the Union on July 2, 2020.

RECOMMENDATION:

Staff respectfully recommends approval of the **Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services** with the City of Beaverton.

Respectfully submitted,

Cheryl Bell

Cheryl Bell, P.E.
Assistant Director, Development
Department of Transportation and Development

ATTACHMENT:

1. Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services.

Intergovernmental Agreement for Provisions of
Permit Processing and Building Inspection/Plan Review (BI/PR) Services

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Beaverton, an Oregon municipal corporation (the “City”), and Clackamas County, a political subdivision of the State of Oregon (the “County”), (each a “Party” or collectively the “Parties”).

RECITALS

- A. ORS 190.010 authorizes and allows the Parties to this Agreement to perform the functions and activities that another Party to this Agreement has authority to perform.
- B. Each of the Parties has staff that provides Permit Processing and BI/PR services, as defined below, for their respective jurisdictions.
- C. With the fluctuations in development and construction activity in Oregon, primarily due to the effects of the COVID-19 disease, the Parties have experienced variations in demand for Permit Processing and BI/PR services over the course of the last few months; and the Parties believe it will be more cost effective and will better serve the public to share experienced staff of another jurisdiction rather than independently hiring additional staff, or terminating existing staff in response to permit revenue shortfalls.

AGREEMENT

Now, therefore, based on the foregoing, the Parties agree as follows:

1. Definitions. As used herein, the following words and phrases mean:
 - 1.1. "Borrowing Party" is the County, which is requesting and obtaining staff assistance from the City pursuant to the terms of this Agreement.
 - 1.2. "Building Inspection/Plan Review Services" (BI/PR) are services related to the issuance of permits under the provisions of ORS Chapters 197. 215, 227 or 455.
 - 1.3. "Originating Party" is the City, which is loaning one of its employees to the County for staff assistance related to Permit Processing and BI/PR services.
 - 1.4. "Permit Processing" are services related to staff, who under general supervision, provide information to the public about State of Oregon adopted codes, rules and laws governing construction of buildings and facilities, site and septic systems, permit applications, inspection processes and procedures, siting of manufactured dwellings, and disposal, grading or erosion control regulations; and check submitted plan review packages for completeness and compliance.
 - 1.5. "Reimbursement Costs" are those charges related to a Shared Employee as set forth in Section 4 of this Agreement. The charges shall be set out as an hourly rate for Permit Processing and BI/PR services described herein. Reimbursement Costs include overtime costs identified in

Section 4 of this Agreement.

- 1.6. "Shared Employee" refers to an employee of the Originating Party whose services are being loaned to the Borrowing Party under this Agreement.
2. Shared Employee. The Originating Party shall make available its Shared Employee to the Borrowing Party for purposes of providing Permit Processing and/or BI/PR services. The Shared Employee shall be available to the Borrowing Party no later than September 8, 2020. The Parties agree that the Shared Employee shall be available to the Borrowing Party for a minimum of 40 hours per week, and for a term of 6 months (the "Employee Term"). The Parties agree that the Shared Employee possesses the minimum qualifications given the tasks described herein. During the Employee Term, the Shared Employee shall not perform any services on behalf of the Originating Party unless agreed to in writing in advance by the building official of the Borrowing Party.
3. Duration. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Shared Employee's Term and final payment by the Borrowing Party, or one (1) year following the date all required signatures are obtained, whichever is sooner.
4. Payment for Use of Shared Employee. Services performed on behalf of the Borrowing Party shall be calculated hourly for the Shared Employee. The hourly rate of the Shared Employee shall be \$44.82/hr. If the Shared Employee works overtime, the overtime rate of the Shared Employee shall be \$49.73/hr.
5. Accounting for Shared Employee. The Shared Employee shall provide to the Originating Party an accounting of hours spent performing Permit Processing and BI/PR services for the Borrowing Party. The Originating Party shall then send to the Borrowing Party an invoice of the Reimbursement Costs of the Shared Employee each month. This information shall be provided within 30-days of the end of each calendar month and may be provided via US mail, e-mail or fax. The Borrowing Party shall pay all Reimbursement Costs within 30-days of receipt of the accounting described in this paragraph. The Borrowing Party shall be responsible for all Reimbursement Costs, which includes overtime costs, if applicable, but shall not be responsible for payment related to leave hours that the Shared Employee has accrued under his employment agreement with the Originating Party, and which the Shared Employee uses during the Shared Employee's Term. Furthermore, the Borrowing Party shall not be responsible for payment related to any time by the Shared Employee spent performing services on behalf of the Originating Party.
6. Status of Shared Employee. A Shared Employee shall:
 - 6.1. Account for the actual number of hours in service to the Borrowing Party;
 - 6.2. Remain an employee of the Originating Party continuing to be paid and receiving employee benefits therefrom without entitlement or claim to any salary, compensation or other benefits from the Borrowing Party;
 - 6.3. Continue working the number of hours specified in his or her contract of employment with the Originating Party while loaned to a Borrowing Party, unless the Originating Party, Borrowing Party and the Shared Employee agree otherwise;
 - 6.4. Administer the building code and the adopted building policies of the Borrowing Party. The Borrowing Party may direct the activities of the Shared Employee when the Shared Employee is providing the services as agreed to by the Parties under the IGA, but the Borrowing Party

understands and agrees that the Shared Employee remains subject to the overall direction and control of the Originating Party.

7. Obligations of Borrowing Party. If the Shared Employee does not meet the needs or is otherwise not satisfactory to Borrowing Party, Borrowing Party's sole recourse shall be the return of Shared Employee to Originating Party. The Borrowing Party shall provide a written explanation to the Originating Party for the return of the Shared Employee. Borrowing Party shall provide the Shared Employee with all materials necessary to perform the Permit Processing and BI/PR services.

In addition to its other obligations set out elsewhere in this Agreement, the Borrowing Party shall be responsible for provision of hardware and other technology necessary for performance of the Permit Processing and BI/PR services by the Shared Employee. If the Shared Employee requires a vehicle to perform the work assigned by the Borrowing Party for the day, the Borrowing Party shall provide an official motor vehicle for that purpose.

Borrowing Party may provide periodic feedback to Originating Party about the performance of services that the Shared Employee provides. The Originating Party retains overall supervision and control over the Shared Employee, including all issues relating to personnel actions and discipline. Borrowing Party acknowledges and agrees that the Originating Party's employee handbook applies to the work performed for the Borrowing Party

8. Obligations of Originating Party. The Originating Party is responsible for determining the location of the Shared Employee's workspace during the Employee Term. Except in cases where the Shared Employee is ill and not able to perform the Permit Processing and BI/PR services, the Originating Party must give the Borrowing Party no less than 2 weeks' notice prior to any day that the Shared Employee has requested leave and will not be available to perform the Permit Processing and BI/PR services for the Borrowing Party.
9. Consent of Shared Employee. The Originating Party represents that the Shared Employee has reviewed the terms of this Agreement and acknowledges and agrees to perform the duties described herein, and agrees to administer the building code and the adopted policies of the Borrowing Party, and to defer to the direction of the building official of the Borrowing Party on matters relating to permitting, the BI/PR services and the issuance of permits.
10. Records. Borrowing Party is responsible for maintaining and retaining the records created by the Shared Employee consistent with its public records policy and retention schedule.
11. General Provisions.
- 11.1 Compliance with Laws. Every party shall comply with all applicable federal, state and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
- 11.2 Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without giving effect to the conflicts of laws provisions thereof.
- 11.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.
- ~~11.4 System Access. The Borrowing Party agrees to provide the Originating Party access to the~~

Borrowing Party's permitting system.

- 11.5 Default. A Party shall be deemed in default if it fails to comply with any provision of this Agreement. The non-defaulting party shall provide the defaulting party written notice of the default and an explanation thereof and allow the defaulting party thirty (30) days within which to cure.
- 11.6 Indemnification. Subject to the Oregon Tort Claims Act and Oregon Constitution, the Originating Party hereby agrees to indemnify, defend and hold harmless the Borrowing Party (including their elected officials, officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Originating Party, its elected officials, officers, employees (including the Shared Employee) and agents pursuant to the terms of this Agreement. Each Party shall give the other Party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- Subject to the Oregon Tort Claims Act and Oregon Constitution, the Borrowing Party hereby agrees to indemnify, defend and hold harmless the Originating Party (including their elected officials, officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Borrowing Party its elected officials, officers, employees and agents pursuant to the terms of this Agreement. Each Party shall give the other Party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- 11.7 Insurance. Each Party agrees to maintain liability and workers compensation insurance in accordance with statutory requirements at levels necessary to protect against liabilities allowed by law. Originating Party shall maintain workers compensation coverage for the Shared Employee loaned under this Agreement.
- 11.8 Modification. This Agreement may be amended in writing as may be mutually agreed to between the Parties.
- 11.9 Dispute Resolution. The Parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiation in the event of an impasse.
- 11.10 Enforcement. Subject to the provisions in section 10.9, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.
- 11.11 Excused Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, pandemics, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the Party to be excused. For purposes of this Agreement, the current COVID-19 pandemic does not qualify as a Force Majeure event subject to this subsection, except where pandemic conditions substantially worsen, or additional government regulations are imposed, that renders performance of this Agreement impossible, or materially

and demonstrably delays performance beyond that which was reasonably foreseeable by the nonperforming party in light of the COVID-19 pandemic existing as of the Effective Date of this Agreement.

11.12 Termination. A Party may terminate its participation in this Agreement, with or without cause and at any time, by providing thirty (30) days written notice to the other Party to this Agreement.

11.13 Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

11.14 Entire Agreement. This Agreement is the entire agreement of the Parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

12. Contact Persons. Communications about this Agreement and any notice sent under its terms shall be sent by and to the following contact persons for the Parties:

<u>Jurisdiction</u>	<u>Contact Person</u>	<u>Address</u>
City of Beaverton	Kimberlee McArthur	12725 SW Millikan Way; 4th Floor
Clackamas County	Matt Rozzell	150 Beaver creek Rd

12. Appropriations Clause. The obligations of the Parties are subject to appropriations by their governing bodies. This Agreement is subject to the debt limitations in Oregon Constitution, Article XI, section 10 and any debt limitations contained in a city charter.

IN WITNESS WHEREOF, the Parties have caused to be signed in their behalf to make and enter into this Agreement this _____ day of _____, 2020.

CLACKAMAS COUNTY

By _____ Date _____
Chair, Board of County Commissioners

CITY OF BEAVERTON

By Denny Doyle Date 8/7/2020
Denny Doyle, Mayor

Approved as to Form:

By Grace Wong
City Attorney

Date 8/7/2020



DAN JOHNSON
DIRECTOR

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

August 20, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a
Safe Routes to School Infrastructure Grant

Purpose	Approval to apply for Oregon Department of Transportation (ODOT) Safe Routes to School (SRTS) Infrastructure Grant and sign letter of support for the application.
Dollar Amount and Fiscal Impact	The total project cost is \$2,658,600. If the grant is awarded, the County would be responsible for 25% cash match of \$664,650 which will be funded using Transportation System development Charge (TSDC) revenues. \$1,993,950 in SRTS grant funds will be requested.
Funding Source	Transportation System Development Charges (TSDC) is the funding source for the cash match.
Duration	Grant award announcement is expected to occur late 2020 or early 2021. If grant is awarded, project would begin in Summer of 2021 and completed within 5 years.
Previous Board Action	No previous action.
Strategic Plan Alignment	This item aligns with the stated policy perspectives of: <ul style="list-style-type: none"> • Carbon Neutrality, including developing and implementing a Climate Action Plan • Healthy and Active Lifestyle, guiding housing, transportation, and land use policies and decisions
Counsel Review	This items does not require Counsel Review. Finance has reviewed approved the attached lifecycle form.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: Item is a grant application
Contact Person	Scott Hoelscher, Senior Transportation Planner - 742-4533 or 577-5057

BACKGROUND:

The ODOT Safe Routes to School Infrastructure Grant Program provides funding for projects that address barriers for students walking and biking to school. The statewide competitive grant process occurs every two years and \$26 million will be distributed this grant cycle.

This project involves construction of sidewalks on both sides of SE Webster Road from Bilquist Elementary School to the existing Tri-Met transit stop at SE Roots Road. The existing substandard, shoulder bike lanes will be widened to standard 8-foot buffered bike lanes. The north project extent will connect to the existing school crosswalk at Bixel Way. Crosswalk upgrades consisting of illumination,

center pedestrian refuge and ADA compliant curb ramps will be included. The project length is approximately 1,325 feet and also includes 7 reconstructed and 13 new ADA compliant intersection curb ramps. The purpose of the project is to provide a safe place for students and families to walk or bike to school. The grant application is due on August 31, 2020.

RECOMMENDATION:

Staff respectfully requests approval to apply for ODOT Safe Routes to School infrastructure funds for SE Webster Road and requests the BCC sign the attached letter of support for inclusion in the grant application.

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher- Senior Transportation Planner

August 20, 2020

LeeAnne Ferguson, SRTS Program Manager
Transportation Development Division
ODOT-Mill Creek Building
555 13th Street NE
Salem, OR 97301

Re: Safe Routes to School Infrastructure Grant Program- Webster Road Sidewalk Project

Dear Ms. Ferguson:

The Clackamas County Board of County Commissioners (BCC) strongly supports the 2020-2021 Safe Routes to School Infrastructure Grant application for pedestrian and bicycle infrastructure improvements along SE Webster Road, providing improved access to Bilquist Elementary School. At the August 20, 2020 BCC Business Meeting the SRTS grant application submission was approved. Through this approval, the use of county funds (Transportation System Development Charge revenues) will be used to provide the required monetary match.

SE Webster Road is a significant north-south minor arterial roadway in the urban, unincorporated area of Clackamas County. Currently there are no sidewalks along Webster which results in Bilquist Elementary School students being forced to walk within the substandard shoulder bike lane. A new sidewalk and bike lane improvements are needed to serve students and families within the Bilquist Elementary walk zone.

This project is the result of a 2016 Bilquist Elementary SRTS Action Plan led by our Department of Transportation and Development in partnership with the school. The collaborative planning effort involved engagement with school administration, Parent Teacher Association (PTA) and community members. The plan identified SE Webster Road sidewalk construction as a priority project. In addition, SE Webster Road pedestrian and bicycle improvements are included in the Clackamas County Transportation System Plan (TSP) as a Tier 2: Preferred Capital Project.

The Clackamas County BCC fully supports Safe Routes to School funding and is committed to continuing work that provides safer and healthier transportation choices for students. We look forward to improving SE Webster Road and providing the needed infrastructure near a Title I school to increase the number of students walking and biking to school in Clackamas County.

Thank you for your time and consideration

Sincerely,

Jim Bernard, Chair
Clackamas County Board of Commissioners

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

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

Name of Funding Opportunity: _____
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): _____
Requestor Contact Information: _____
Department Fiscal Representative: _____
Program Name or Number (please specify): _____
Brief Description of Project:

Name of Funding (Granting) Agency: _____

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

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

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

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

Competitive Grant	Non-Competing Grant	Other	Funding Agency Award Notification Date: _____
CFDA(s), if applicable: _____			Announcement/Opportunity #: _____
Announcement Date: _____			Max Award Value: _____
Grant Category/Title: _____			Match Requirement: _____
Allows Indirect/Rate: _____			Other Deadlines: _____
Application Deadline: _____			Other Deadline Description: _____
Grant Start Date: _____			<div style="border: 1px solid black; height: 20px;"></div>
Grant End Date: _____			Program Income Requirement: _____
Completed By: _____			
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?

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 sunsetting 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.)?

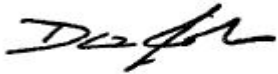
4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

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)		
		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
		
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 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.



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment No. 2 with Murraysmith, Inc. for
Design Services for ADA Improvements.

Purpose/Outcomes	Amendment of a contract for engineering, design and support services.
Dollar Amount and Fiscal Impact	Total Amended Contract value is \$740,111.00. For Amendment #2, Contract value is \$297,992.00. Oak Grove Blvd: \$76,081.00. Sunnyside Road: \$221,911.00.
Funding Source	County Road Funds
Duration	Amendment #2 will add an additional one year of services to expire on June 30, 2021.
Previous Board Contact	Approval of the original Contract on April 11, 2019.
Strategic Plan Alignment	This work aligns with Performance Clackamas Strategic Plan Priorities “Build a strong infrastructure” and “Ensure safe, healthy and secure communities”
Counsel Review	Service Level Amendment has been reviewed and approved by County Counsel on 8/6/2020, AN
Procurement Review	Was the processed through Procurement? Yes This item is a Service Level Amendment
Contact Person	Joel Howie, Civil Engineering Supervisor, 503-742-4658

BACKGROUND:

The County developed a request for proposal document in the fall of 2018 and chose Murraysmith to perform work associated with the final design of ADA curb ramp modifications along Oak Grove Boulevard (ADA Ramp Project #1) and Sunnyside Road between 132nd and 162nd avenues (ADA Ramp Project #2). The request for proposal document included the scope of work for Sunnyside Road between 122nd and 132nd avenues (ADA Ramp Project #3) and stated this would be included in a future phase with a separate purchase order and contract request. Design work for ADA Ramp Project #1 is complete.

For ADA Ramp Project #2, the design of the ramp improvements on Sunnyside Road has been extremely challenging due to the slopes of the adjacent streets, especially on the south side of Sunnyside Road. After receiving various plan submittals, the County design team requested additional design concepts for 6 ADA Ramp corners to assist with evaluating the best option for each ramp. The design team has narrowed the best options for these ramps, which will also include recommendations for redesigning the other 15 ADA ramp corners. The recommendations and resulting redesign require an amendment to the contract and Murraysmith, Inc. was requested to provide an amended scope and fee estimate.

The Scope of Work for the design of ADA Ramps between 122nd and 132nd avenues includes improving ADA ramps at 20 non-signalized corners and 6 signalized corners. The design includes inventorying the curbs ramp locations, surveying, utility coordination, curb ramp design (50%, 90% and final plans, special provisions and estimates), traffic signal modifications and bid assistance support.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on October 1, 2018. Proposals were opened on October 23, 2018. The County received two (2) Proposals: Murraysmith, Inc. and Westlake Consultants. Upon evaluation of the submitted proposals, a DTD evaluation committee scored Murraysmith, Inc. the highest and recommend a contract be awarded. Following award, DTD entered into negotiations with Murraysmith, Inc. and developed a final statement of work along with final billing rates and a contract total value.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs this amendment to the original services contract with Murraysmith, Inc. for additional design and engineering services for the Design Services for ADA Improvements.

Respectfully submitted,

Joel Howie,
Project Manager

Placed on the _____ Agenda by the Purchasing Division.

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS WITH MURRAYSMITH, INC. FOR DESIGN SERVICES
FOR ADA IMPROVEMENTS (RFP #2018-90)**

This Amendment #2 is entered into between **Murraysmith, Inc.** (“Contractor”) and Clackamas County (“County”) and it shall become part of the Contract documents entered into between both parties on April 11, 2019 (“Contract”).

The Purpose of the Amendment #2 is to make the following changes to the Contract:

1. **ARTICLE I, Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from June 30, 2020 to **June 30, 2021**. County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment. The Work previously performed is and shall remain subject to the terms and conditions of the Contract. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder.

2. **ARTICLE I, Scope of Work** is hereby amended as follows:
Part A is for additional design concepts for six ADA ramp corners along Sunnyside Road between 132nd and 162nd Avenues (Project #2). The additional designs were necessary due to the unanticipated impact of slopes of adjacent streets on the south side of Sunnyside Road. The additional work is attached as **Exhibit H** and hereby incorporated by reference.

Part B is for the future phase of Project #3 as noted in the original RFP. Project #3 includes improving twenty (20) non-signalized corners and six (6) signalized corners along Sunnyside Road between 122nd and 132nd Avenues. The design includes inventorying the curbs ramp locations, surveying, utility coordination, curb ramp design, traffic signal modification and bid assistance support. The additional Scope of Work for Project #3 is attached as **Exhibit I** and hereby incorporated by reference.

3. **ARTICLE I, Consideration** is hereby amended as follows:
The total for the additional Work in Part A shall not exceed \$76,081.00; the total for the additional Work in Part B shall not exceed \$221,911.00; and the total for all additional Work, herein, shall not exceed **\$297.992.00**. The total Contract compensation shall not exceed \$740,110.00.

ORIGINAL CONTRACT	\$ 424,664.00
AMENDMENT #1	\$ 17,455.00
AMENDMENT #2	\$ 297.992.00
TOTAL AMENDED CONTRACT	\$ 740,111.00

SIGNATURE PAGE FOLLOWS

EXHIBIT H
UPDATED SCOPE OF WORK FOR PART A
ASSOCIATED FEE SCHEDULE

EXHIBIT I
SCOPE OF WORK FOR PROJECT #3
ASSOCIATED FEE SCHEDULE



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Wallis Engineering, PLLC for the
Design Services for the 2021 Paving Packages**

Purpose/Outcome	Contract will provide project management and coordination for three identified paving projects to be bid in the summer of 2021.
Dollar Amount and Fiscal Impact	Contract total \$326,576.30.
Funding Source	County Road Fund and Community Road Fund.
Duration	June 30, 2021
Previous Board Action/Review	None
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? The public's increasing expectation that the transportation system will be safer and support a healthier community. 2. How does this item align with the County's Performance Clackamas goals? a. Build a strong infrastructure, b. Ensure safe, healthy and secure communities, c. Grow a vibrant economy
Counsel Review	1. 8/12/20 2. AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Vince Hall, Civil Engineer, 503-650-3210
Contract No.	3087

Background:

The Project will provide project management and coordination, develop design criteria, survey and utility coordination, geotechnical, temporary traffic control plans, pavement marking plans, final PS&E (Plans, Specifications and Estimates) and Bid Assistance, monument preservation, and right-of-way services for the 2021 contract paving projects. The County has identified 3 paving projects (Kelso/Richey Package, Thiessen Area Package, and Arista Area Package) for the summer of 2021. This includes approximately 5.79 miles of roads for 2021. These projects are part of an annual program to preserve the pavement of roads within the County's 1,400 miles road network.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 11, 2020. Proposals were opened on April 4, 2020. The County received three (3) Proposals: PBS,

Murraysmith, Inc. and Wallis Engineering, PLLC. An evaluation committee of three DTD personnel scored Wallis Engineering, PLLC the highest. Upon Contract award, the statement of work and project fees were negotiated and finalized.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Wallis Engineering, PLLC for the Design Services for the 2021 Paving Packages.

Sincerely,


Shane Abbott (Aug 6, 2020 18:50 PDT)

Terry S. Abbot
Transportation Operations Manager

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3087**

This Personal Services Contract (this “Contract”) is entered into between **Wallis Engineering, PLLC.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Department of Transportation Development.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2021.
2. **Scope of Work.** Contractor shall provide the following personal services: #2020-11 Design Services for the 2021 Paving Packages (“Work”), further described in **Exhibit A.**
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **three hundred twenty-six thousand five hundred seventy-six dollars and thirty cents (\$326,576.30)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Vince Hall.

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor	County
Administrator: Wes Wegner Phone: 360-852-9160 Email: wes.wegner@walliseng.net	Administrator: Vince Hall Phone: 503-650-3210 Email: vincehal@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all

claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by

operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

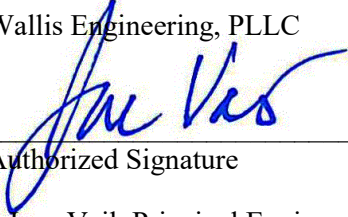
Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR,

ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Wallis Engineering, PLLC



Authorized Signature

7/31/2020

Date

Jane Vail, Principal Engineer

Name / Title (Printed)

683520-96

Oregon Business Registry #

FLLC/ Oregon

Entity Type / State of Formation

Clackamas County Board of County Commissioners

Chair

Date

Recording Secretary

Approved as to Form:



County Counsel

08/06/2020

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

PROJECT BACKGROUND

Clackamas County Department of Transportation and Development (County) has identified three paving projects for the summer of 2021. These projects are part of the County’s annual pavement preservation program, and include the following roads:

KELSO / RICHEY PACKAGE

<i>Road Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>
SE Kelso Rd	SE Richey Rd	Hwy 26	14,730 ft / 2.8 mi
SE Richey Rd	SE Kelso Rd	Hwy 212	4,350 ft / 0.8 mi

THIESSEN AREA PACKAGE

<i>Road Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>
SE El Centro Wy	SE Hill Rd	SE El Camino Wy	1,715 ft / 0.32 mi
SE El Centro Ct	SE El Centro Wy	(Cul de sac)	190 ft / 0.02 mi
SE La Mesa Wy	SE Hill Rd	SE El Centro Wy	1,639 ft / 0.31 mi
SE Sierra Vista Dr	SE Thiessen Rd	(Cul de sac)	1,249 ft / 0.24 mi
SE Harmon Ct	SE Thiessen Rd	(Cul de sac)	460 ft / 0.09 mi
SE Vista Ln	SE Thiessen Rd	(dead end)	2,069 ft / 0.39 mi
SE Ancona Ct	SE Vista Ln	(Cul de sac)	184 ft / 0.03 mi
SE Bantam Ct	SE Vista Ln	(Cul de sac)	174 ft / 0.03 mi
SE Cornish Ct	SE Vista Ln	(Cul de sac)	175 ft / 0.03 mi

ARISTA PACKAGE

<i>Road Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>
SE Lee Ave	SE Courtney Rd	(dead end at fence)	1,656 ft / 0.31 mi
SE Arista Dr	SE Oak Grove Blvd	SE Maple St	535 ft / 0.10 mi
SE Silver Springs Rd	SE River Rd	(dead end)	1,633 ft / 0.31 mi

GENERAL SCOPE OF PROJECT

Wallis Engineering will provide project management and coordination and lead a team to complete design and contract documents necessary to deliver the 2021 Paving Packages. Work will include project management, surveying, geotechnical investigations and recommendations, civil engineering design, contract documents for three packages, bidding assistance, monument preservations, and right-of-way services. We will design roadway improvements based on the County’s available budget, as well as their design and maintenance preferences. Construction phase services are not included at this time.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2021.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
GeoDesign (GeoDesign)	Geotechnical Engineering
Compass Land Surveyors (Compass)	Surveying
Erlandsen, Inc. (Erlandsen)	Mobile LiDAR Scanning

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Provide management, coordination, and direction to the project design team to complete the project. This task will include preparation of a detailed project schedule showing all major tasks, meetings, and review milestones, updated as schedule changes occur throughout the project. Wallis will prepare monthly status reports and schedule updates to be included with consultant invoices. We will also coordinate, prepare for, and attend project team meetings, and prepare meeting agendas and meeting minutes. This task assumes a project kickoff meeting, with design-related meetings described in other tasks.

Task 1 Assumptions:

- Design phase is assumed to be July 2020 through January 2021, with Right-of-Way phase between September 2020 and January 2021. Post-monumentation work will take place after construction completion, estimated as November through December 2021.
- Construction phase services are not included
- County staff will complete all necessary permitting, stakeholder coordination, and public involvement unless specifically noted otherwise
- All project meetings will be held at the County's offices or consist of video conferencing, per County direction
- Contract assumes up to six (6) meetings at County offices and an allotment of eight (8) hours of coordination with Oak Lodge Water Services District (OLWS) to discuss stormwater impacts

Task 1 Deliverables:

- Project schedule and monthly schedule updates
- Monthly progress reports and billings
- Kickoff, design and coordination meeting agenda and minutes

TASK 2 PROJECT DESIGN CRITERIA

Task 2.1 Background Data Investigation and Review

Wallis will gather field information and complete a comprehensive investigation of all background data relevant to preparation of contract documents for the paving packages. Our design team will walk and complete a windshield survey of the roadways in each of the three paving packages, and document potential issues affecting design. We will review the following documents:

- Past paving project plans and contract documents completed by Clackamas County
- Available roadway as-builts
- Available utility maps
- Historical drainage and maintenance concerns for roadways

Task 2.2 Develop Project Design Criteria

We will meet with County staff to identify project design criteria for paving plans, temporary traffic control, pavement markings, signage, and other project elements. These design criteria will be common to all three paving packages. Based on this meeting, we will summarize project design criteria in a memorandum, to be submitted to the County for review and approval prior to moving forward with design.

Task 2 Assumptions:

- No ADA compliancy review work or new ADA ramp design is anticipated
- No stormwater quality or quantity improvements required

Task 2 Deliverables:

- Project Design Criteria Meeting Agenda & Minutes
- Project Design Criteria Memorandum

TASK 3 SURVEYING

Task 3.1 Surveying for Kelso / Richey Package

Compass will set control at intervals of 300-500 feet for each street in this paving package.

Approximately 42 control points will be established. Preliminary research identifies the possible presence of four monuments of record which will need to be recovered and re-tied to verify that no disturbance has taken place with the proposed improvement work. Copies of recorded vesting deeds will be provided upon request for all properties where a Right of Entry is required.

Erlandsen will acquire LiDAR and panoramic imagery of the streets within the Kelso / Richey paving package utilizing their mobile mapping vehicle. Erlandsen will post process the mobile scanning data to prepare it for use in Orbit GT and AutoCAD. This includes differentially correcting the scanning point cloud as well as several other procedures necessary to transform the raw scanning data and imagery into a suitable format for collecting AutoCAD line and point features. Features will include:

- Edge of pavement (line)
- Pavement striping (line)
- Gutter lines along curbs (line)
- Driveway entrance locations and approximate extent of driveway aprons (line)
- All in pavement features including surface utility structures (points)

Task 3.2 Surveying for Thiessen Area Package

Compass will set control at intervals of 300-500 feet for each street in this paving package.

Approximately 32 control points will be established. Preliminary research identifies the possible presence of three monuments of record which will need to be recovered and re-tied to verify that no disturbance has taken place with the proposed improvement work. Copies of recorded vesting deeds will be provided upon request for all properties where a Right of Entry is required.

Erlandsen will acquire LiDAR and panoramic imagery of the streets within the Thiessen area paving package utilizing their mobile mapping vehicle. Erlandsen will post process the mobile scanning data to prepare it for use in Orbit GT and AutoCAD. This includes differentially correcting the scanning point cloud as well as several other procedures necessary to transform the raw scanning data and imagery into a suitable format for collecting AutoCAD line and point features. Features will include:

- Edge of pavement (line)
- Pavement striping (line)
- Gutter lines along curbs (line)
- Driveway entrance locations and approximate extent of driveway aprons (line)
- All in pavement features including surface utility structures (points)

Task 3.3 Surveying for Arista Package

Compass will set control at intervals of 300-500 feet for each street in this paving package.

Approximately 15 control points will be established. Preliminary research identifies the possible presence of monuments of record which will need to be recovered and re-tied to verify that no disturbance has taken place with the proposed improvement work. Copies of recorded vesting deeds will be provided upon request for all properties where a Right of Entry is required.

Erlandsen will acquire LiDAR and panoramic imagery of the streets within the Arista area paving package utilizing their mobile mapping vehicle. Erlandsen will post process the mobile scanning data to prepare it for use in Orbit GT and AutoCAD. This includes differentially correcting the scanning point cloud as well as several other procedures necessary to transform the raw scanning data and imagery into a suitable format for collecting AutoCAD line and point features. Features will include:

- Edge of pavement (line)
- Pavement striping (line)
- Gutter lines along curbs (line)
- Driveway entrance locations and approximate extent of driveway aprons (line)
- All in pavement features including surface utility structures (points)

Task 3 Assumptions:

- No topographic survey information is required
- All curb ramps within the project area are ADA compliant or will be reconstructed outside of this contract.
- Pre-Construction Record of Surveys are not required for any of the packages; if needed, this work will be included in a supplemental agreement
- Post-construction survey monumentation is not included; if needed, this work will be included in a supplemental agreement
- Traffic Control for setting control and control point expenses are estimated at \$1,000.

- All required notifications to individual property owners (as needed) will be completed by the County.
- Lidar collection traffic control includes a chase vehicle.
- All Lidar control points for all project areas will be set by Compass prior to Lidar data collection by Erlandsen.

Task 3 Deliverables:

- Narrative of confirmed monuments of record results
- Mobile LiDAR scanning data with horizontal positioning based upon the Oregon Coordinate Reference System, Portland Zone. Elevations to be based on NAVD’88.

TASK 4 GEOTECHNICAL SERVICES

Task 4.1 Geotechnical Services for Kelso / Richey Package

GeoDesign will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, GeoDesign will determine an appropriate pavement preservation method for each street section. Their work will begin with a field investigation, including:

- A generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions
- Provide traffic control and traffic control plans when required
- Ground penetrating radar (GPR) testing in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street
- Subsurface exploration through core borings to compare GPR results with in-situ conditions, typically to approximately 2.5 feet below ground surface (BGS); in areas of utility conflict, cores will be through the pavement surfacing only
- Complete core borings and obtain samples of the pavement, base and subgrade materials encountered
- Falling weight deflectometer (FWD) testing with tests completed in each direction with approximate 200-foot spacing
- Review traffic counts from 2018 available from the County on Richey and Kelso Road

Cores will be taken in the following locations:

Road name	From	To	Length (ft)	No. Cores
Kelso Road	Richey	HWY 26	14,890	13
Richey Road	Kelso	HWY 212	4,310	5

GeoDesign will maintain a detailed log of the explorations and provide a qualitative review and summary of pavement conditions for each street. After field testing, GeoDesign will complete laboratory analyses of samples and analyze testing results. They will:

- Perform up to 18 tests for moisture content, up to four Atterberg limits test
- Complete two trials for cement content testing through our subcontractor, if required
- Analyze traffic data to be provided by Wallis and the County and calculate 20- and 15-year design equivalent single axle loading (ESAL)

- Conduct laboratory testing to determine the in-situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data
- Analyze FWD data and back calculate effective pavement capacity for Kelso Road and Richey Road

Based on this work, GeoDesign will provide a summary of pavement capacity for each street compared to 20-, 15-, and 10-year design life.

GeoDesign will provide a data report summarizing field investigation findings. This work will include conducting a site visit for each street (with County staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and report are available for reference. Based on this work, GeoDesign will develop recommended pavement designs.

Task 4.2 Geotechnical Services for Thiessen Area Package

GeoDesign will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, GeoDesign will determine an appropriate pavement preservation method for each street section. Their work will begin with a field investigation, including:

- A generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions
- Provide traffic control and traffic control plans when required.
- Ground penetrating radar (GPR) testing in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street
- Subsurface exploration through core borings to compare GPR results with in-situ conditions, typically to approximately 2.5 feet below ground surface (BGS); in areas of utility conflict, cores will be through the pavement surfacing only
- Obtain samples of the pavement, base and subgrade materials encountered
- Dynamic cone penetration (DCP) testing at every other core location
- Conduct 48-hour classification counts for the streets (non-cul-de-sac) for the Thiessen paving package.

Cores will be taken in the following locations:

Road name	From	To	Length (ft)	No. Cores
El Centro Way	Hill	El Camino	1,745	3
El Centro Court	El Centro Way	Cul-de-sac	210	1
La Mesa Way	Hill	El Centro Way	1,620	3
Harmon Ct	Thiessen Rd	Cul-de-sac	455	1
Sierra Vista Drive	Thiessen Rd	Cul-de-sac	1,215	2
Vista Lane	Thiessen Rd	NW End	2,075	3
SE Cornish Ct	Vista	Cul-de-sac	200	1
SE Bantam Ct	Vista	Cul-de-sac	200	1
SE Ancona Ct	Vista	Cul-de-sac	200	1

GeoDesign will maintain a detailed log of the explorations and provide a qualitative review and summary of pavement conditions for each street. After field testing, GeoDesign will complete laboratory analyses of samples and analyze testing results. They will:

- Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Perform up to 16 tests for moisture content, up to four Atterberg limits test.
- Complete two trials for cement content testing through our subcontractor, if required.
- Analyze traffic data available from the County and obtained through counts to calculate 20- and 15-year design equivalent single axle loading (ESAL).
- Conduct laboratory testing to determine the in-situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data.

Based on this work, GeoDesign will provide a summary of pavement capacity for each street compared to 20-, 15-, and 10-year design life.

GeoDesign will provide a data report summarizing field investigation findings. This work will include conducting a site visit for each street (with County staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and report are available for reference. Based on this work, GeoDesign will develop recommended pavement designs.

Task 4.3 Geotechnical Services for Arista Package

GeoDesign will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, GeoDesign will determine an appropriate pavement preservation method for each street section. Their work will begin with a field investigation, including:

- A generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions
- Provide traffic control and traffic control plans when required
- Ground penetrating radar (GPR) testing in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street
- Subsurface exploration through core borings to compare GPR results with in-situ conditions, typically to approximately 2.5 feet below ground surface (BGS); in areas of utility conflict, cores will be through the pavement surfacing only
- Obtain samples of the pavement, base and subgrade materials encountered
- Dynamic cone penetration (DCP) testing at every other core location
- Conduct 48-hour classification counts for the streets (non-cul-de-sac) for the Arista paving package

Cores will be taken in the following locations:

Road name	From	To	Length (ft)	No. Cores
SE Silver Springs	River	Trolley Trail	1,650	3
SE Arista Drive	Oak Grove	Maple	540	1
SE Lee Ave	South End	Courtney	1,640	3

GeoDesign will maintain a detailed log of the explorations and provide a qualitative review and summary of pavement conditions for each street. After field testing, GeoDesign will complete laboratory analyses of samples and analyze testing results. They will:

- Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Perform up to 7 tests for moisture content, up to four Atterberg limits test.
- Complete two trials for cement content testing through our subcontractor, if required.
- Analyze traffic data available from the County and obtained through counts calculate 20- and 15-year design equivalent single axle loading (ESAL).
- Conduct laboratory testing to determine the in-situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data.

Based on this work, GeoDesign will provide a summary of pavement capacity for each street compared to 20-, 15-, and 10-year design life.

GeoDesign will provide a data report summarizing field investigation findings. This work will include conducting a site visit for each street (with County staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and report are available for reference. Based on this work, GeoDesign will develop recommended pavement designs.

Task 4 Assumptions:

- Permitting documentation for pavement explorations will be prepared by GeoDesign. Fees for pavement investigation permitting will be paid by County.

Task 4 Deliverables:

- Pavement data report
- Pavement designs incorporated into project plans

TASK 5 DESIGN FOR KELSO / RICHEY PACKAGE

The design team will complete design for the Kelso / Richey Package, culminating in contract documents and bid phase services.

Base Mapping

Wallis will prepare a base map showing ground features within the paving limits, utilizing County Aerial Photos and LiDAR data. The base map will include edge of pavement, curb lines, driveway aprons and

approximate location of utility structures within the pavement. The base map will also include collected monument information from pre-monumentation surveys, as appropriate.

Utility Coordination

Wallis will complete a thorough utility coordination effort, beginning with notification to utility providers within the project area of the proposed improvements and creation of a log of updated utility contacts. The effort will continue with coordination to determine if any infrastructure improvements are planned in these areas, or if proposed improvements are anticipated to impact any existing utilities. Maps of the project areas will be sent to each utility. The maps will be followed up with phone conversations and a letter or email to each utility. If a utility is planning improvements, Wallis Engineering will coordinate with the County regarding potential scheduling impacts. This work will also include up to one utility coordination meeting with the utility service providers.

ODOT Coordination

We will coordinate with ODOT for the Kelso / Richey Package to ensure that proposed improvements and temporary traffic control measures meet their approval prior to the contractor obtaining a right-of-way permit for work within ODOT jurisdiction.

60% Design

Wallis will prepare plans to the 60% level, accompanied by an opinion of cost. Plans will include roadway improvement plans, typical sections, and notes. Following submittal of these documents to the County, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide further direction for the next submittal effort.

90% Design

Wallis will prepare a 90% set of plans, opinion of cost, and specifications, reflecting the comments and direction provided by County staff during the 60% work session. Specifications will be based on 2018 ODOT/APWA Standard Specifications for Construction, and will include the County’s boilerplate Division 1 special provisions. As part of this effort, we will also prepare special provisions to address project work not adequately covered in the Standard Specifications.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D 2018+, and using standard County title block as provided by the County. Plans will include roadway plans, typical sections, notes, staging plans, temporary traffic control plans, pavement markings, and details. Plan sheets will be limited to showing the area proposed for pavement rehabilitation, providing additional detail where warranted.

The following is the anticipated list of plan sheets for the Kelso / Richey paving package.

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes	1	2
Traffic Control Notes and Plans	3	5
Summary of Quantities	1	6
Typical Sections	2	8
Plan Sheets	15	23
Details	2	25

Following submittal of the 90% design package, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide feedback for the final submittal.

100% Design

Following the County's review of the 90% plans, the design team will prepare 100% plans, specifications, and an opinion of cost as a reproducible set incorporating review comments from the County.

Right of Entry Requests

Wallis will obtain current vesting deeds for properties requiring a Right of Entry (ROE) due to anticipated construction work or temporary egress onto private property.

For each property requiring ROE, we will prepare ROE requests. Each request will include mailing a Letter of Request for ROE, two copies of a ROE form provided by the County, one stamped and self-addressed return envelope, and our project manager's business card. If requests are not responded to within 45 days, Wallis will repeat this process. All copies of each ROE request will be scanned and submitted to the County. Original acquired Right of Entries will be mailed to the County.

As prompted by property owners, we will correspond via email and phone, and forward their concerns to the County if we are not able to alleviate their concerns internally.

Data and correspondence records will be compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed, and sent to the County weekly (or as requested).

Bid Phase Services

Wallis will also assist the County as needed with bid phase services. This work is expected to include answering bidder questions and completing any addenda necessary to clarify the contract documents for each paving package.

Task 5 Assumptions:

- The County will provide County Aerial Photos in AutoCAD compatible format
- County will provide the current 100's boilerplate special provisions
- Changes to the existing roadway profile are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record existing profile information to recreate the roadway finish grades
- Work sessions will be for all three paving packages; individual meetings for each paving package after each submittal will not be necessary
- Signal loop impacts will require only replacement of loops in kind; no further signal modifications or design will be required
- County will provide consultant with utility letter templates and example utility letters from other projects
- County will review and approve ROE letter prior to use, and provide an example or template ROE form
- Right of entries anticipated for 10% of properties adjacent to the roads included in this package
- County will lead bidding and construction phases
- Improvements are anticipated to include pavement grind and inlay/overlay only. Stormwater management for water quality or quantity will not be required

- Utility potholing (as necessary) will be completed by the County
- No pre-bid meetings anticipated
- An erosion control plan will be provided by the contractor and the project is covered under the County's 1200-CA permit.

Task 5 Deliverables:

- Project base map in AutoCAD format on County-designated coordinate system
- Utility contact and coordination log
- Informational letters and project notices to each affected utility
- Meeting agendas and minutes for 60% and 90% work sessions
- 60% plans and opinion of cost (PDF)
- 90%, and 100% plans, specifications, and opinion of cost (PDF)
- 100% plans (AutoCAD)
- 100% specifications (MS Word)
- Right of Entry Requests (assumed up to 10)
- Original Signed Right of Entries
- Right of Entry Project Log
- Bid Addenda (up to two)

TASK 6 DESIGN FOR THIESSEN AREA PACKAGE

The design team will complete design for the Thiessen Package, culminating in contract documents and bid phase services.

Base Mapping

Wallis will prepare a base map showing ground features within the paving limits, utilizing County Aerial Photos and LiDAR data. The base map will include edge of pavement, curb lines, and approximate location of utility structures within the pavement. The base map will also include collected monument information for a pre-monumentation survey.

Utility Coordination

This task will include a thorough utility coordination effort, beginning with notification to utility providers within the project area of the proposed improvements. The effort will continue with coordination to determine if any infrastructure improvements are planned in these areas, or if proposed improvements are anticipated to impact any existing utilities. Maps of the project areas will be sent to each utility. The maps will be followed up with phone conversations and a letter or email to each utility. If a utility is planning improvements, Wallis Engineering will coordinate with the County regarding potential scheduling impacts. This work will also include up to one utility coordination meeting with the utility service providers.

An erosion control permit is assumed to be required from OLWSD for this project. Wallis engineering will prepare a submit a permit package for approval based upon the OLWSD Erosion Control standards.

60% Design

Wallis will prepare plans to the 60% level, accompanied by an opinion of cost. Plans will include roadway improvement plans, typical sections, and notes. Following submittal of these documents to the

County, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide further direction for the next submittal effort.

90% Design

Wallis will prepare a 90% set of plans, opinion of cost, and specifications, reflecting the comments and direction provided by County staff during the 60% work session. Specifications will be based on 2018 ODOT/APWA Standard Specifications for Construction, and will include the County’s boilerplate Division 1 special provisions. As part of this effort, we will also prepare special provisions to address project work not adequately covered in the Standard Specifications.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D 2018+, and using standard County title block as provided by the County. Plans will include roadway plans, typical sections, notes, staging plans, temporary traffic control plans, pavement markings, and details. Plan sheets will be limited to showing the area proposed for pavement rehabilitation, providing additional detail where warranted.

The following is the anticipated list of plan sheets for the Thiessen Area paving package.

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes	1	2
Traffic Control Notes and Plans	1	3
Summary of Quantities	1	4
Typical Sections	3	7
Plan Sheets	6	13
Details	3	16

Following submittal of the 90% design package, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide feedback for the final submittal.

100% Design

Following the County’s review of the 90% plans, the design team will prepare 100% plans, specifications, and an opinion of cost as a reproducible set incorporating review comments from the County.

Right of Entry Requests

Wallis will obtain current vesting deeds for properties requiring a Right of Entry (ROE) due to anticipated construction work or temporary egress onto private property.

For each property requiring ROE, we will prepare ROE requests. Each request will include mailing a Letter of Request for ROE, two copies of a ROE form provided by the County, one stamped and self-addressed envelope, and our project manager’s business card. If requests are not responded to within 45 days, Wallis will repeat this process. All copies of each ROE request will be scanned and submitted to the County. Original acquired Right of Entries will be mailed to the County.

As prompted by property owners, we will correspond via email and phone, and forward their concerns to the County if we are not able to alleviate their concerns internally.

Data and correspondence records will be compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed, and sent to the County weekly (or as requested).

Bid Phase Services

Wallis will also assist the County as needed with bid phase services. This work is expected to include answering bidder questions and completing any addenda necessary to clarify the contract documents for each paving package.

Task 6 Assumptions:

- The County will provide County Aerial Photos in AutoCAD compatible format
- County will provide the current 100's boilerplate special provisions
- Changes to the existing roadway profile are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record existing profile information to recreate the roadway finish grades.
- Work sessions will be for all three paving packages; individual meetings for each paving package after each submittal will not be necessary
- Signal loop impacts will require only replacement of loops in kind; no further signal modifications or design will be required
- County will provide consultant with utility letter templates and example utility letters from other projects
- County will review and approve ROE letter prior to use, and provide their ROE form
- Right of entries anticipated for 10% of properties adjacent to the roads included in this package
- County will lead bidding and construction phases
- Stormwater management for water quality and water quantity design are not included in this scope of work. Future discussions between OLWDS and Clackamas County are anticipated to determine stormwater management requirements for this project, if any.
- Utility potholing (as necessary) will be completed by the County.
- No pre-bid meetings anticipated
- All permitting fees will be paid by Clackamas County.

Task 6 Deliverables:

- Project base map in AutoCAD format on County-designated coordinate system
- Utility contact and coordination log
- Informational letters and project notices to each affected utility
- Meeting agendas and minutes for 60% and 90% work sessions
- 60% plans and opinion of cost (PDF)
- 90%, and 100% plans, specifications, and opinion of cost (PDF)
- 100% plans (AutoCAD)
- 100% specifications (MS Word)
- Right of Entry Requests (assumed up to 15)
- Original Signed Right of Entries
- Right of Entry Project Log
- Bid Addenda (up to two)

TASK 7 DESIGN FOR ARISTA PACKAGE

The design team will complete design for the Arista Package, culminating in contract documents and bid phase services.

Base Mapping

Wallis will prepare a base map showing ground features within the paving limits, utilizing County Aerial Photos and LiDAR data. The base map will include edge of pavement, curb lines, driveway aprons and approximate location of utility structures within the pavement. The base map will also include collected monument information from pre-monumentation surveys, as appropriate.

Utility Coordination

Wallis will complete a thorough utility coordination effort, beginning with notification to utility providers within the project area of the proposed improvements and creation of a log of updated utility contacts. The effort will continue with coordination to determine if any infrastructure improvements are planned in these areas, or if proposed improvements are anticipated to impact any existing utilities. Maps of the project areas will be sent to each utility. The maps will be followed up with phone conversations and a letter or email to each utility. If a utility is planning improvements, Wallis Engineering will coordinate with the County regarding potential scheduling impacts. This work will also include up to one utility coordination meeting with the utility service providers.

An erosion control permit is assumed to be required from OLWSD for this project. Wallis engineering will prepare a submit a permit package for approval based upon the OLWSD Erosion Control standards.

60% Design

Wallis will prepare plans to the 60% level, accompanied by an opinion of cost. Plans will include roadway improvement plans, typical sections, and notes. Following submittal of these documents to the County, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide further direction for the next submittal effort.

90% Design

Wallis will prepare a 90% set of plans, opinion of cost, and specifications, reflecting the comments and direction provided by County staff during the 60% work session. Specifications will be based on 2018 ODOT/APWA Standard Specifications for Construction, and will include the County's boilerplate Division 1 special provisions. As part of this effort, we will also prepare special provisions to address project work not adequately covered in the Standard Specifications.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D 2018, and using standard County title block as provided by the County. Plans will include roadway plans, typical sections, notes, staging plans, temporary traffic control plans, pavement markings, and details. Plan sheets will be limited to showing the area proposed for pavement rehabilitation, providing additional detail where warranted.

The following is the anticipated list of plan sheets for the Arista paving package.

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes	1	2
Traffic Control Notes and Plans	1	3
Summary of Quantities	1	4
Typical Sections	2	6
Plan Sheets	4	10
Details	2	12

Following submittal of the 90% design package, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide feedback for the final submittal.

100% Design

Following the County's review of the 90% plans, the design team will prepare 100% plans, specifications, and an opinion of cost as a reproducible set incorporating review comments from the County.

Right of Entry Requests

Wallis will obtain current vesting deeds for properties requiring a Right of Entry (ROE) due to anticipated construction work or temporary egress onto private property.

For each property requiring ROE, we will prepare ROE requests. Each request will include mailing a Letter of Request for ROE, two copies of a ROE form provided by the County, one stamped and self-addressed envelope, and our project manager's business card. If requests are not responded to within 45 days, Wallis will repeat this process. All copies of each ROE request will be scanned and submitted to the County. Original acquired Right of Entries will be mailed to the County.

As prompted by property owners, we will correspond via email and phone, and forward their concerns to the County if we are not able to alleviate their concerns internally.

Data and correspondence records will be compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed, and sent to the County weekly (or as requested).

Bid Phase Services

Wallis will also assist the County as needed with bid phase services. This work is expected to include answering bidder questions and completing any addenda necessary to clarify the contract documents for each paving package.

Task 7 Assumptions:

- The County will provide County Aerial Photos in AutoCAD compatible format
- County will provide the current 100's boilerplate special provisions
- Changes to the existing roadway profile are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record existing profile information to recreate the roadway finish grades.

- Work sessions will be for all three paving packages; individual meetings for each paving package after each submittal will not be necessary
- Signal loop impacts will require only replacement of loops in kind; no further signal modifications or design will be required
- County will provide consultant with utility letter templates and example utility letters from other projects
- County will review and approve ROE letter prior to use, and provide an example or template ROE form
- Right of entries anticipated for 10% of properties adjacent to the roads included in this package
- County will lead bidding and construction phases
- Improvements are anticipated to include pavement grind and inlay/overlay only. Stormwater management for water quality or quantity will not be required.
- Utility potholing (as necessary) will be completed by the County.
- No pre-bid meetings anticipated
- All permitting fees will be paid by Clackamas County.

Task 7 Deliverables:

- Project base map in AutoCAD format on County-designated coordinate system
- Utility contact and coordination log
- Informational letters and project notices to each affected utility
- Meeting agendas and minutes for 60% and 90% work sessions
- 60% plans and opinion of cost (PDF)
- 90%, and 100% plans, specifications, and opinion of cost (PDF)
- 100% plans (AutoCAD)
- 100% specifications (MS Word)
- Right of Entry Requests (assumed up to 10)
- Original Signed Right of Entries
- Right of Entry Project Log
- Bid Addenda (up to two)

P:\15\1504A Clackamas 2021 Paving\100 Agmt\102 Working Docs\Prime\1504A DRAFT Scope.docx

**EXHIBIT B
FEE SCHEDULE**



	AE	EM3	EM1	SE1	T3	A6	A4	A3	Wallis Labor	Expenses	Subconsultants			Total Cost
											Geodesign	Compass	Erlandsen	
Task 1 Project Management and Administration														
Project Management and Administration	4	12	56			8	16		\$ 14,674.80					\$ 14,674.80
TASK 1 SUBTOTAL	4	12	56	0	0	8	16	0	\$ 14,674.80	\$ -	\$ -	\$ -	\$ -	\$ 14,674.80
Task 2 Project Design Criteria														
2.1 Background Data Investigation and Review		8	2	12					\$ 2,989.00					\$ 2,989.00
2.2 Develop Project Design Criteria		8	4	8			1		\$ 3,028.40					\$ 3,028.40
TASK 2 SUBTOTAL	0	16	6	20	0	0	1	0	\$ 6,017.40	\$ -	\$ -	\$ -	\$ -	\$ 6,017.40
Task 3 Surveying														
3.1 Surveying for Kelso / Richey Package			2						\$ 341.80		\$ 20,152	\$ 13,464		\$ 33,957.80
3.2 Surveying for Thiessen Area Package			2						\$ 341.80		\$ 28,222	\$ 15,391		\$ 43,954.80
3.3 Surveying for Arista Package			2						\$ 341.80		\$ 12,153	\$ 13,785		\$ 26,279.80
TASK 3 SUBTOTAL	0	0	6	0	0	0	0	0	\$ 1,025.40	\$ -	\$ -	\$ 60,527.00	\$ 42,640.00	\$ 104,192.40
Task 4 Geotechnical Services														
4.1 Geotechnical Services for Kelso / Richey Package		2	4						\$ 1,050.20		\$ 27,998			\$ 29,048.20
4.2 Geotechnical Services for Thiessen Area Package		2	4						\$ 1,050.20		\$ 25,984			\$ 27,034.20
4.3 Geotechnical Services for Arista Package		2	4						\$ 1,050.20		\$ 12,520			\$ 13,570.20
TASK 4 SUBTOTAL	0	6	12	0	0	0	0	0	\$ 3,150.60	\$ -	\$ 66,502.00	\$ -	\$ -	\$ 69,652.60
Task 5 Design for Kelso / Richey Package														
Base Mapping		1		2	12				\$ 1,722.90					\$ 1,722.90
Utility Coordination		4	2	12					\$ 2,255.80					\$ 2,255.80
ODOT Coordination			8	8					\$ 2,154.40					\$ 2,154.40
60% Design		8	32	56	60				\$ 19,159.60					\$ 19,159.60
90% Design		8	12	32	40				\$ 11,142.00					\$ 11,142.00
100% Design		8	12	20	20				\$ 7,723.20					\$ 7,723.20
Right of Entry Requests			2	10				10	\$ 2,133.80	\$ 22.00 (P)				\$ 2,155.80
Bid Phase Services		4	4	8				2	\$ 2,365.60					\$ 2,365.60
TASK 5 SUBTOTAL	0	33	72	148	132	0	0	12	\$ 48,657.30	\$ 22.00	\$ -	\$ -	\$ -	\$ 48,679.30
Task 6 Design For Thiessen Area Package														
Base Mapping		1		2	12				\$ 1,722.90					\$ 1,722.90
Utility Coordination		4	2	12					\$ 2,255.80					\$ 2,255.80
60% Design		8	24	48	52				\$ 16,110.00					\$ 16,110.00
90% Design		8	10	32	40				\$ 10,800.20					\$ 10,800.20
100% Design		8	12	20	20				\$ 7,723.20					\$ 7,723.20
Right of Entry Requests			2	10				10	\$ 2,133.80	\$ 32.00 (P)				\$ 2,165.80
Bid Phase Services		4	4	8				2	\$ 2,365.60					\$ 2,365.60
TASK 6 SUBTOTAL	0	33	54	132	124	0	0	12	\$ 43,111.50	\$ 32.00	\$ -	\$ -	\$ -	\$ 43,143.50
Task 7 Design for Arista Package														
Base Mapping		1		2	12				\$ 1,722.90					\$ 1,722.90
Utility Coordination		4	2	12					\$ 2,255.80					\$ 2,255.80
60% Design		8	24	40	40				\$ 13,980.00					\$ 13,980.00
90% Design		8	10	24	40				\$ 10,013.00					\$ 10,013.00
100% Design		8	12	20	20				\$ 7,723.20					\$ 7,723.20
Right of Entry Requests			2	10				10	\$ 2,133.80	\$ 22.00 (P)				\$ 2,155.80
Bid Phase Services		4	4	8				2	\$ 2,365.60					\$ 2,365.60
TASK 7 SUBTOTAL	0	33	54	116	112	0	0	12	\$ 40,194.30	\$ 22.00	\$ -	\$ -	\$ -	\$ 40,216.30
Project Subtotal	4	133	260	416	368	8	17	36	\$ 156,831.30	\$ 76.00	\$ 66,502.00	\$ 60,527.00	\$ 42,640.00	\$ 326,576.30

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 156,831.30
Wallis Expenses	\$ 76.00
<i>(M) = Mileage at current IRS Rate, (P) = Printing</i>	
Subconsultants	
Geodesign	\$ 66,502.00
Compass	\$ 60,527.00
Erlandsen	\$ 42,640.00
<i>NOTE: Fee includes 10% markup</i>	
TOTAL BUDGET	\$ 326,576.30



RATE SCHEDULE

Rate Schedule good through December, 31, 2022

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$146.00	\$146.00
Senior Engineer	\$199.90	\$199.90
Engineering Manager I - VI	\$170.90	\$196.80
Project Engineer I - IX	\$121.20	\$168.80
Staff Engineer I - IV	\$98.40	\$119.10
Engineering Intern I - III	\$61.10	\$67.40
Designer	\$116.00	\$136.00
Construction Manager	\$125.00	\$129.50
Inspector	\$91.20	\$106.70
Technician I-IV	\$80.80	\$118.10
Administrative I – VI	\$48.70	\$107.70

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.
2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:
 - a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
 - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
 - b. This coverage does not apply to:
 - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
 - (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
 - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured:**

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

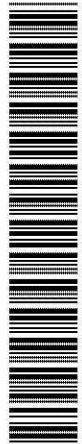
The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance:**

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.



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I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;

DRAFT

Approval of Previous Business Meeting Minutes:

June 4, 2020

June 11, 2020

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, June 4, 2020 – 10:00 AM

Virtual Meeting via Zoom

This meeting was virtual

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing ClackCoNews@clackamas.us.
- Be sure to include your name and area when you email.

~Board Discussion~ regarding racial injustice related to the tragic death of George Floyd.

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

*****COVID-19 Update**

Nancy Bush, Disaster Mgmt. and Dr. Sarah Present gave a COVID-19 update.

Gary Schmidt, County Administrator:

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

DEPARTMENT	ITEM
Finance Department: Federal Funding Certification Signed by Gary Schmidt, County Administrator 5-29-2020 Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for reimbursement of County Expenditures due to COVID-19	Commissioners: Under the COVID emergency declaration, and County Code, I signed the reimbursement request on behalf of the Board - to the State of Oregon for a CARES Act federal reimbursement for \$5.6 million for COVID-19 expenses. Certification letter
Health, Housing & Human Services - H3S Signed by Gary Schmidt, County Administrator 5-22-2020	Approval of Amendment No. 3 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon Inc. for temporary medical staffing in support of the COVID-19 response. Staff Report
Health, Housing & Human Services - H3S Signed by Gary Schmidt, County Administrator 6-3-2020	Approval to apply for FEMA funding for the Crisis Counseling Program. This application needs to be submitted by June 5 th . Lifecycle Grant Form

Chari Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we ratify these three items.

Commissioner Savas: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

I. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the Consent Agenda.

Commissioner Humberston: Second.

Clerk call the poll:

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 Intergovernmental Agreement No. 159475, Amendment No. 1 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
2. Approval of Amendment No. 2 to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
3. Approval of Amendment No. 2 to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 2 to Intergovernmental Subrecipient Agreement with City of Wilsonville - Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
5. Approval of a Local Subrecipient Grant Agreement Amendment No. 2 with the Children’s Center to Conduct Child Abuse Medical Assessments – *Children, Family & Community Connections*
6. Approval of Amendment No. 2 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Community Services Block Grant (CSBG) CARES Act Funds – *Social Services*

B. Community Corrections

1. Approval of Sub-Recipient Grant Agreement # 2020-BRIDGES-0062 with US Department of Justice, Institute for Intergovernmental Research for the Building Bridges Demonstration Project

2. Approval to Apply for Grant Award between Oregon Criminal Justice Commission and Clackamas County Community Corrections to Provide Treatment Options for High Users of Mental Health and Criminal Justice Resources

C. Finance Department

1. Approval to Apply for an Oregon Criminal Justice Commission COVID-19 Emergency Supplemental Funding Grant for Finance.

D. Technology Services

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Clackamas Educational Service District for a Dark Fiber Connection

E. Disaster Management

1. Approval of a Personal Services Contract with Tetra Tech, Inc., to Provide Debris Monitoring and Management Services in the Event of a Debris-Generating Disaster in Clackamas County - *Procurement*

II. WATER ENVIRONMENT SERVICES

1. **Resolution No. 2020-37** Authorizing a Department of Environmental Quality State Revolving Fund Loan Agreement with Water Environment Services to Finance the Three Creeks Floodplain Enhancement Project
2. Approval of a Brand Standardization for Flygt N-Impeller Pumps by Xylem for Water Environment Services Pump Stations – *Procurement*

III. CITIZEN COMMUNICATION (Dylan Blaylock, PGA)

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

1. Cheryl Bos, Happy Valley – email – traffic on Monner Road.
2. David Terry, Redland – Text - abandon RV near his home.

~Board Discussion~

IV. COUNTY ADMINISTRATOR UPDATE

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

The following item was signed by Gary Schmidt, County Administrator in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the cancellation of the Board’s regular Business meeting on May 28, 2020 while the Board was conducting Budget Hearings.

DEPARTMENT	ITEM
Health, Housing & Human Services (H3S) via Procurement Signed by County Administrator on 5-28-2020.	Approval of a Contract with MV Public Transportation, Inc. for the Mt. Hood Express Daily Operations Services The contract is to continue providing operational services for the Mt. Hood Express. The County is paying \$1.5 million over two years for the operations. The funds are state and federal funds, no General Fund. The contract expired on May 30 th . Staff Report

Chari Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we ratify this item.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:30 AM

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>

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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Thursday, June 11, 2020 – 10:00 AM

Virtual Meeting via Zoom

This meeting was virtual

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing ClackCoNews@clackamas.us.
- Be sure to include your name and area when you email.

*****COVID-19 Update**

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

Nancy Bush, Disaster Mgmt. and Dr. Sarah Present gave a COVID-19 update.

~Board Discussion~

Stephen Madkour, County Counsel:

1. Approval of an Addendum No 3 to Resolution No. 2020-14 Declaring a Local State of Emergency Regarding the COVID-19

Stephen Madkour, County Counsel presented Addendum No. 3. to the Board.

~Board Discussion~

MOTION:

Commissioner Humberston: I move we approve Addendum No. 3 to Resolution No. 2020-14, Declaring a Local State of Emergency and Declaring Emergency Measures.

Commissioner Schrader: Second.
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

Gary Schmidt, County Administrator:

The following item was signed by the County Administrator in accordance with Clackamas County Emergency Declaration 2020-14 due to the COVID-19 Public Health Emergency.

~Board Discussion~

DEPARTMENT	ITEM
Health, Housing & Human Services - H3S Signed by Gary Schmidt, County Administrator 6-10-2020	Approval of Amendment #3 to an Intergovernmental Agreement with The State of Oregon, Housing and Community Services Department to administer COVID-19 Rent Assistance Relief CARES Act Funding Staff Report <i>The County will receive \$2.8 million from the State to be used for staffing and rent assistance for low-income households. No match is required. There are no county general funds involved.</i>

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we ratify this item.
 Commissioner Fischer: Second.
 Clerk call the poll:
 Commissioner Fischer: Aye.
 Commissioner Humberston: Aye.
 Commissioner Savas: Aye.
 Commissioner Schrader: Aye.
 Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

I. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of an Ordinance ZDO-278 Related to a Previously Approved Comprehensive Plan Amendment: 6.42-Acre Expansion of Sandy Urban Growth Boundary - *Previously heard and approved 6-3-2020*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion to read by title only.

MOTION:

Commissioner Savas: I move we read ZDO-278 by title only.
 Commissioner Humberston: Second.
 Clerk call the poll:
 Commissioner Fischer: Aye.
 Commissioner Humberston: Aye.
 Commissioner Schrader: Aye.
 Commissioner Savas: Aye.
 Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read ZDO-278 by title only, then asked for a motion.

MOTION:

Commissioner Humberston: I move we Adopt ZDO-278, Related to a Previously Approved Comprehensive Plan Amendment: 6.42-Acre Expansion of Sandy Urban Growth Boundary previously approved at the June 3, 2020 Land Use Hearing.
 Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll:
 Commissioner Humberston: Aye.
 Commissioner Fischer: Aye.
 Commissioner Savas: Aye.
 Commissioner Schrader: Aye.
 Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

II. PUBLIC HEARINGS

1. First reading of **Ordinance -5-2020** Amending County Code Chapter 2.15, County Internal Auditor - 2nd reading scheduled for 6-25-2020

Jodi Cochran, Chief Audit Executive presented the staff report.

Chair Bernard opened the public hearing and turned this portion to Dylan Blaylock, PGA. With no public comment, Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Fischer: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the motion carries.

Chair Bernard asked the Clerk to read the Ordinance by title only.

The Clerk assigned **Ordinance No. 05-2020** and read the ordinance by title only.

~Board Discussion~

Chair Bernard announced the second reading will be on Thursday, June 25, 2020 at our regular scheduled Business meeting at 10 AM.

The Board Recessed as the Board of County Commissioners and convene as the Clackamas County Extension & 4-H Service District for the next item.

CLACKAMAS COUNTY EXTENSION & 4-H SERVICE DISTRICT

2. **Resolution No. 2020-38** for a Clackamas County Extension & 4-H Service District Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2019-2020

Elizabeth Comfort, Finance Director presented the staff report.

Chair Bernard opened the public hearing and turned this portion to Dylan Blaylock, PGA. With no public comment, Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the for a Clackamas County Extension & 4-H Service District Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2019-2020.

Commissioner Savas: Second.

~Discussion~

Clerk call the poll:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

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

The Board will adjourn as the Clackamas County Extension & 4-H Service District and reconvene as the Water Environment Services Board for the next item.

III. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

WATER ENVIRONMENT SERVICES (WES)

1. Approval of the Regional Wastewater System Cooperative Intergovernmental Agreement
Chris Storey, WES presented the staff report.

~Board Discussion~

MOTION:

- Commissioner Savas: I move we approve the regional wastewater system cooperative intergovernmental agreement.
- Commissioner Schrader: Second.
- Clerk call the poll:
- Commissioner Fischer: Aye.
- Commissioner Humberston: Aye.
- Commissioner Savas: Aye.
- Commissioner Schrader: Aye.
- Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

The Board will adjourn as the Water Environment Services and reconvene as the Board of County Commissioners for the remainder of the meeting.

***Board of County Commissioners**

2. **REMOVED** - Resolution No. _____ Denouncing Racism, Condemning Violence, and Countering Systemic Discrimination (BCC) will be on the 6-18-2020 agenda

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 Savas: Second.
- Clerk call the poll:
- 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 Professional Services Agreement with Oregon Community Health Information Network, Inc., (OCHIN) for Billing Services for the Clackamas Health Centers - *Health Centers*
2. Approval of an Amendment to the Intergovernmental Agreement with the City of Sandy for the SE Sandy ADA Improvements Project – *Community Development*
3. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
5. Approval of a Revenue Contract with Trillium Community Health Plan, Inc. – *Behavioral Health*

6. Approval to Apply for Continuum of Care Youth Homelessness Demonstration Program Funding for Prevention, Diversion and Access Services for Youth – *Children, Family & Community Connections*

B. Finance Department

1. **Resolution No. 2020-39** for a Clackamas County Supplemental Budget Less than 10% and Transfers for Fiscal Year 2019-2020
2. Approval of Public Improvement Contract with Cascade Industrial Services LLC, to Provide Exterior Masonry Cleaning and Sealing of Multiple Buildings - *Procurement*

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 City of Milwaukie to Provide Work Crew Services for Fiscal Year 2020-2021
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the City of Oregon City to Provide Work Crew Services for Fiscal Year 2020-2021
3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the City of Wilsonville to Provide Work Crew Services for Fiscal Year 2020-2021
4. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Metro to Provide Work Crew Services for Fiscal Year 2020-2021
5. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide Work Crew Services for Fiscal Year 2020-2021

E. Business & Community Services

1. Approval of an Allocation Certification Agreement with the Oregon State Marine Board for Maintenance Assistance Program (MAP) 2020-21 Funding – *County Parks*

F. Technology Services

1. Approve a Non-Disclosure Agreement between Clackamas Broadband eXchange and Verizon Business Network Services, Inc.

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District and Cascade Heights Charter School

V. WATER ENVIRONMENT SERVICES

1. Agreement between Water Environment Services and Parametrix Inc., for the Three Creeks Floodplain Enhancement Project - *Procurement*

VI. CITIZEN COMMUNICATION Dylan Blaylock, PGA will moderate this portion.

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

1. Les Poole, Gladstone – Email – re: Damascus reveals Metro failure.
2. Charles Gallia, Carver – resolution denouncing racism.

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 11:34 AM

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>



August 20, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Local Grant Agreement Amendment #2 between Clackamas County and
 Micro Enterprise Services of Oregon (MESO) for MESO to provide
 a small grants program on behalf of Clackamas County
in an effort to support the local business community impacted by the COVID-19 pandemic

Purpose/Outcomes	Approve a Local Grant Agreement Amendment #2 between Clackamas County and MESO for MESO to provide grants to the Clackamas County small business community. The amendment will add \$155,000 in new funding to the agreement, received as matching funds, from the State of Oregon Small Business Relief Fund. An additional \$15,500 in grant administration fees will also be added to the amendment to pay for MESO's services.
Dollar Amount and Fiscal Impact	Clackamas County Business and Community Services (BCS) will provide an additional \$170,500 to MESO to fund the above listed programs.
Funding Source	\$155,000 is in matching funds from the State of Oregon and \$15,500 is from Clackamas County Lottery dollars currently budgeted in BCS' budget.
Duration	August 20, 2020 through May 31, 2021
Previous Board Action	The original agreement with MESO was signed by the BCC on May 21, 2020, Agenda Item # E.1. Amendment #1 was signed by the BCC on July 16, 2020, Agenda Item # C.4.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1) This grant agreement amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing grants to businesses impacted by COVID-19 will help them make it through the pandemic so they can reopen under the new normal, and eventually expand when economic times improve. 2) This grant agreement amendment supports County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business throughout the COVID-19 pandemic.
County Counsel Review	County Counsel Review Date: Est. August 17, 2020 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? No This agreement is a grant agreement, therefore is not subject to Procurement oversight.
Contact Person	Laura Zentner, BCS Director (503) 742-4351 Sarah Eckman, BCS Deputy Director (503) 742-4303
Contract No.	BCS does not assign a contract number to this agreement.

BACKGROUND:

Business and Community Services has developed a program with MESO to provide economic and social assistance to Clackamas County small businesses affected by COVID-19. This program will help vulnerable businesses by providing much needed cash, as well as technical support to develop new talents and skills that make them more marketable.

Our original agreement with MESO provided \$200,000 in funding for MESO to provide grants to Clackamas County small businesses impacted by the pandemic. Since the original award, an additional \$45,000 in State of Oregon matching funds was awarded to the County to increase the total dollars available for grants. In addition to these funds, MESO received an additional \$175,000 in funding from the State that is specifically for supporting Clackamas County businesses. Funds received under this agreement will increase total grant funding to \$575,000. Collectively, our original \$200,000 in funding has now almost tripled.

We have completed the first round of grants, and once the funding under this agreement is received, will open a second round. It will be publicized widely and with targeted outreach to historically disadvantaged business owners.

RECOMMENDATION:

Staff respectfully recommends the BCC approve the grant agreement amendment #2 with MESO and authorize BCS Director, Laura Zentner, to sign on their behalf.

ATTACHMENT:

Local Grant Agreement Amendment #2 between Clackamas County and Micro Enterprise Services of Oregon (MESO)

Respectfully submitted,

p.p. *Sarah Eckman*

Laura Zentner, CPA
Director, Business & Community Services

Local Grant Agreement Amendment (FY 20-21)
Business & Community Services

<u>Local Grant Agreement Number No. BCS-20-001</u>	<u>Board Order Number: XXXXXX-XX</u>
<u>Department/Division: Business & Community Services</u>	<u>Amendment No. 2</u>
<u>Recipient: Micro Enterprise Services of Oregon</u>	<u>Amendment Requested By: Business & Community Services</u>
Changes: <input type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Agreement Budget
<input type="checkbox"/> Agreement Term	<input type="checkbox"/> Other:

This Amendment adds funding to the Local Grant Agreement (No. BCS-20-001) entered into between Clackamas County, by and through its Department of Business and Community Services ("County") and Micro Enterprise Services of Oregon ("Recipient") on or about August 20, 2020 (the "Agreement"). The purpose of this Amendment #2 is to make the following changes to the Agreement:

1. **Section 4, Grant Funds**, is hereby amended to add the following:

County has received an additional \$155,000 under a COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement entered into between the County and the State of Oregon ("Second State Business Assistance Loan"), a copy of which is attached hereto as **Exhibit A** and incorporated by this reference herein. The County will also provide an additional \$15,500 in State Lottery dollars to be used as an administrative fee, resulting in an additional \$170,500 (collectively the "Second State Business Assistance Loan Funds") of funds available for disbursement to Recipient under the Agreement.

Recipient shall distribute the Second State Business Assistance Loan Funds as one-time-only grants to individual businesses affected by the COVID-19 pandemic. In distributing the funds, Recipient shall comply with all terms, conditions, and program eligibility requirements set forth in the Second State Business Assistance Loan as well as the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the Second State Business Assistance Loan, the terms and conditions of the Second State Business Assistance Loan shall control.

Any funds distributed under the State Business Loan or Second State Business Loan must be used solely in a manner that complies with the provisions of the federal CARES Act, and comply with any implementation guidance from the U.S. Department of the Treasury.

2. **Section 5, Disbursements**, is hereby amended to add the following:

Disbursements will be made in lump sum according to the following schedule:

- 5.1.6 \$170,500 for programmatic expenditures allocated as follows:
 - i. Additional \$155,000 for small grants to small businesses pursuant to the terms and conditions of the Second State Business Assistance Loan
 - ii. Additional \$15,500 administrative fee to Recipient for distribution of the Second State Business Assistance Loan Funds.

3. **Exhibit A, Statement of Program Objectives, COVID-19 Emergency Assistance Small Grants Program**, is hereby amended to add the following:

Business Applications and Support Documentation

- Recipient will document the federal assistance amount the grant applicant has received as of the date of application from the Small Business Administration’s Paycheck Protection Program (PPP); Economic Injury Disaster Loan Emergency Advance Program (EIDL); or other federal programs for emergency pandemic funding. (Awards must be reduced by the amounts received from those programs.)

Grant Award Amount Reductions

Recipient will reduce any grant award amount by any amount applicant has received from federal CARES Act funds or other federal funds including: Small Business Administration’s Paycheck Protection Program (PPP); Economic Injury Disaster Loan Emergency Advance program (EIDL); and other federal programs for emergency pandemic funding.

4. **Exhibit B, Program Budget**, is hereby replaced with the following amended budget:

Category	Amount			
Business Development Services (Technical Assistance) Program	\$ 100,000.00			
Small Grants	\$ 200,000.00			
Small Grants	\$ 45,000.00			
Small Grants	\$ 155,000.00			
Small Grants Administration Fee	\$ 20,000.00			
Small Grants Administration Fee	\$ 4,500.00			
Small Grants Administration Fee	\$ 15,500.00			
Online Tool Setup Fee	\$ 1,500.00			
	\$ 541,500.00			

Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

Micro Enterprise Services of Oregon
4008 NE MLK Jr. Blvd.
Portland, OR 97212

CLACKAMAS COUNTY
Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on behalf of the Board:

By: _____
Its: _____

Dated: _____

By: _____
Its: _____

Dated: _____

Exhibit A

COVID-19 Emergency Business Assistance Program
Forgivable Loan Agreement

Fully executed agreement to be attached. Anticipated signature date: August 20, 2020.



August 20, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County, Canby Fire District and the City of Canby for distribution of Community Service Fee (CSF) funds collected from Columbia Distributing - Rural Strategic Investment Zone

Purpose/Outcome	Approval of an Intergovernmental Agreement between Clackamas County, Canby Fire District, and the City of Canby for distribution of Community Service Fee funds from Columbia Distributing pursuant to their Rural Strategic Investment Zone project.
Dollar Amount and Fiscal Impact	See attached distribution schedule for percentages of the fee per taxing district.
Funding Source	Funds paid by Columbia Distributing, then distributed via IGA.
Duration	15 years
Previous Board Action/Review	Policy session held on July 28, 2020.
Strategic Plan Alignment	<p>1. Approval of the CSF distribution aligns with the BCS strategic goal to create living wage jobs as the Rural Strategic Investment Zone was a key factor in Columbia Distributing’s decision to locate in Canby. As stated in their application, this will bring 300 jobs to Canby/Clackamas County at full build out.</p> <p>2. Approval of this agreement aligns with the County’s goal to grow a vibrant economy. The CSF distribution is part of the Rural Strategic Investment Zone application which has been approved by the State.</p>
Counsel Review	<p>1. Date of Counsel review: August 11, 2020</p> <p>2. Initials of County Counsel performing review. (ARN)</p>
Procurement Review	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: This item is an IGA.</p>
Contact Person	<p>Sarah Eckman, Deputy Director, Business and Community Services sarahste@clackamas.us</p> <p>Laura Zentner, Director, Business and Community Services lzentner@clackamas.us</p>
Contract No.	BCS does not require a contract number for this IGA.

BACKGROUND:

Columbia Distributing is the first company to utilize the Rural Strategic Investment Zone within Clackamas County. The Rural Strategic Investment Zone is an incentive program where businesses with a project within the zone will pay full property taxes on the first \$25,000,000 investment. Taxes on the property in excess of the \$25,000,000 are abated for 15 years. Businesses pay an annual Community Service Fee (CSF) of the lesser of 25% of business tax savings on investments over \$25 million or \$500,000 per year.

The CSF requirement is intended to mitigate the loss of abated property taxes as well as mitigate the direct impacts of the development on the community that are needed over and above the systems development charges collected. Once those needs are addressed, additional revenues will be used to fund high priority projects or programs of the community.

State statute establishes two ways distribution of the CSF may be determined:

- The distribution of this fee may be determined by execution of an agreement between the County, the City of Canby, and local taxing districts constituting at least 75% of the taxing authority in the location of the project; or
- If an agreement is not reached, the Oregon Business Development Commission will determine the CSF distribution schedule.

Staff has completed the outreach to affected taxing districts and held two meetings to discuss the distribution schedule. During the negotiations, Clackamas County agreed to forego a portion of the County's allocation to the Canby Fire District and the City of Canby, as the location of the project is within the city limits of Canby and is directly served by the City and Canby Fire District. The amount equates to 2.35% of the City of Canby's total share of the CSF and 6.78% of the Canby Fire District's total share. These percentages are already built into the distribution schedule included in the IGA.

The resulting options were presented to the BCC on July 28, 2020 during a policy session. The BCC then directed staff to move forward with the "Preferred Option" which is now reflected in this Intergovernmental Agreement.

It should be noted that some of the percentages of distribution to the City and Fire District as shown in the attached IGA are subject to change. However, the percentages for the County and its special districts will not change prior to finalization.

RECOMMENDATION:

Staff respectfully requests approval of the Intergovernmental Agreement between Clackamas County, Canby Fire District and the City of Canby for the distribution of Community Service Fee funds collected from Columbia Distributing for their participation in the Rural Strategic Investment Zone.

Because there may be minor changes to both the distribution schedule and the percentages following approval by this Board, Staff further requests that Laura Zentner be delegated authority to sign the IGA provided it does not substantively change from the version attached hereto. This authority is necessary given the statutory timeframes involved in getting the agreement in place as well as the scheduling issues arising from having both the City of Canby and the Canby Fire District sign the agreement. By delegating the signing authority for the IGA to accommodate non-substantive changes, we can be sure the agreement is in place by our statutory deadlines even

if the City or the Fire District make minor changes, or if non-County distribution percentages change prior to execution.

ATTACHMENTS:

1. Intergovernmental Agreement
2. Exhibit A: Preferred option distribution schedule worksheet

Respectfully submitted,

p.p. *Sarah Eckman*

Laura Zentner, CPA
Director, Business & Community Services

Intergovernmental Agreement for Rural Strategic Investment Zone (RSIZ) Distribution of Coho Distributing LLC, dba Columbia Distributing, Community Service Fee Under ORS 285C.623(6)

The governments of Clackamas County ("County"), the City of Canby ("City"), the Canby Fire District (the "Fire District") (collectively "the parties"), hereby enter into this Intergovernmental Agreement (the "Agreement") pursuant to Oregon Revised Statutes ("ORS") Chapter 190. The parties have entered into this Agreement to comply with the requirements of ORS 285C.623(6) by setting forth an agreed upon distribution schedule for the annual community service fees ("Fee Payment") collected from a project located in the Clackamas County Rural Strategic Investment Zone ("RSIZ"), as required under ORS 285C.600 to 285C.635 and 307.123.

RECITAL AND FINDINGS:

- WHEREAS: the Oregon Legislature has established the RSIZ to promote industrial competitiveness in Oregon for exceptionally large capital investments.
- WHEREAS: RSIZ provides for local governments to enter into agreements with business firms engaged in a traded-sector industry, in order to attract and retain long-term investment and employment in exchange for limitations on the taxable assessment of property.
- WHEREAS: Coho Distributing, LLC, dba Columbia Distributing (hereinafter " Firm") has entered into an agreement (the "SIZ Agreement") to receive strategic investment program ("SIP") tax treatment under ORS Chapter 285C for its project located within the RSIZ.
- WHEREAS: Pursuant to the SIZ Agreement, the Firm will make an annual Fee Payment to the County, in an amount equal to 25 percent of the property tax savings resulting from the SIP exemption on the Firm's property located in the RSIZ, up to a maximum in any one year of \$500,000. A schedule of anticipated Fee Payments to be received by the County from the Firm are set forth in Exhibit A, attached hereto and incorporated by this reference herein. The parties expressly acknowledge and agree that the schedule set forth in Exhibit A is only an estimate and is used for informational purposes. The actual annual Fee Payment received by the County each year may differ from the estimates set forth in Exhibit A.
- WHEREAS: Pursuant to ORS 285C.623(6), the County shall distribute the collected Fee Payment based on an additional agreement that is entered into among the County, City and local taxing districts listed under ORS 198.010 or 198.180 that constitute at least 75 percent or more of all such districts that are in the code area in which the project is located.

- WHEREAS: The Canby Fire District constitutes 77.5% of the local taxing district authority in the code area in which the Firm’s project is located, as required under ORS 285C.623(6)(a)(B).
- NOW, THEREFORE, in consideration of mutual agreements, covenants and promises contained hereunder, the parties do hereby agree as follows:

1. Distribution and Disbursement

The County shall distribute the annual Fee Payment collected from the Firm under the SIZ agreement according to the following distribution schedule:

City of Canby	30.15%
URA City Canby	19.28%
County Clack City	19.37%
County Extension SVD	0.35%
County Library	2.74%
County Soils Cons	0.35%
URA Clackamas County	0.08%
Vector Control Clack Co	0.25%
<u>Fire 362 Canby</u>	<u>27.44</u>
Total	100%

The County’s obligations hereunder are contingent upon receipt of the annual Fee Payment from the Firm. In no event will County be responsible to any party or local taxing district for annual Fee Payment funds not actually received from the Firm.

2. Use of Portion of Fee Payment for Mitigation

The County’s distribution percentage set forth above is the result of negotiations between the parties whereby the County agreed to reduce its distribution percentage. This is reflected in an increase to the distribution percentages of the Canby Fire District and the City of Canby. In particular, the County has agreed to reduce its distribution percentage to allow the Canby Fire District to increase its percentage by 6.78%, and the City of Canby to increase its percentage by 2.35%. In consideration for the County reducing its distribution percentage, the Canby Fire District and the City of Canby hereby agree that, to the maximum extent permitted by applicable law, the portion of funds received from their respective percentage increases (6.78% and 2.35%) shall be used exclusively to mitigate the loss of abated property taxes well as mitigate the direct impacts of the subject project on the community.

3. Reporting and Administration

- i. With each disbursement, the County shall provide to each party and local taxing district a statement showing the total annual Fee Payment received and the amounts distributed to each party and local taxing district.
- ii. The County shall promptly notify all parties if the Firm fails to make the Fee Payment or is no longer required to submit the Fee Payment.
- iii. Upon request, the Canby Fire District and the City of Canby agree to provide the County a reasonable accounting of how funds from their respective percentage increases (6.78% and 2.35%) were used to mitigate the loss of abated property taxes and/or mitigate the direct impacts

of the subject project on the community.

4. Effective Date/Term of Agreement

- i. This Agreement shall be effective upon the date of its final execution by signature of all parties, or on the date of determination by the Oregon Economic and Community Development Commission that the Firm's project shall receive RSIZ tax treatment, whichever occurs later.
- ii. The Agreement shall expire upon the earlier of the expiration of the 15-year abatement period or termination of the SIZ Agreement.

5. Additional terms and conditions

- i. **Rights and Remedies.** Any party 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 breaching 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. Upon termination for breach, each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
- ii. **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 the parties 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 parties 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.
- iii. **Compliance with Applicable Law.** All 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.
- iv. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- v. **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.

- vi. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all 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 any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
- vii. **No Third-Party Beneficiary.** The undersigned parties 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.
- viii. **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.
- ix. **Survival.** All provisions which by their context are intended to survive shall survive the termination of this Agreement.
- x. **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.
- xi. **No Attorney 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.

[Signature Page to Follow]

Pursuant to ORS 285C.623, this Agreement is entered into by and between the County, the City, and the Canby Fire District (a local taxing district that constitutes at least 75% of the property tax authority for tax code 86-002).

ACCEPTING FOR CLACKAMAS COUNTY

By: _____

TITLE: _____

Date _____

ACCEPTING FOR CANBY FIRE DISTRICT

By: _____

TITLE: _____

Date _____

ACCEPTING FOR CITY OF CANBY

By: _____

TITLE: _____

Date _____

**Intergovernmental Agreement for Rural Strategic Investment Zone (RSIZ) Distribution of Coho
Distributing LLC, dba Columbia Distributing, Community Service Fee**

Exhibit A

Tax Code: 086-002	Estimated 1 - Year CSF with EDU/Port Ratioed to District	Estimated 15 - Year CSF with EDU/Port Ratioed to District	% of CSF to be Distributed
CITY CANBY	27,922	519,320	30.15%
URA CITY CANBY	17,858	332,146	19.28%
Canby City Total	45,780	851,465	49.43%
COUNTY CLACK CITY	17,943	333,721	19.37%
COUNTY EXTENSION SVC	320	5,944	0.35%
COUNTY LIBRARY	2,536	47,173	2.74%
COUNTY SOILS CONS	320	5,944	0.35%
URA CLACKAMAS COUNTY	77	1,434	0.08%
VECTOR CONTROL CLACK CO	229	4,259	0.25%
County Total	21,425	398,474	23.13%
FIRE 062 CANBY	25,417	472,734	27.44%
Canby Fire Total	25,417	472,734	27.44%
Total Estimated CSF *	92,622	1,722,673	100.00%

This estimates uses the values and includes the same assumptions as the "Tax Savings Estimate" dated February 13, 2020
*The amount of the CSF is subject to change.



August 20, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement
 to provide matching funds to increase available funding for grants to
the local small business community impacted by the COVID-19 pandemic

Purpose/Outcomes	Approve a COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement between Clackamas County and the State of Oregon to provide Clackamas County with \$155,000 in matching funds to expand the amount of funding available for grants to the local small business community impacted by COVID-19.
Dollar Amount and Fiscal Impact	This agreement provides a mechanism for the State of Oregon to provide \$155,000 in matching funds for the County's Emergency Business Assistance Grant Program.
Funding Source	State of Oregon acting through its Business Development Department
Duration	Agreement is effective upon signature by both parties. The full forgivable loan amount will be dispersed to Clackamas County upon signature by both parties.
Previous Board Action	County Administrator Gary Schmidt approved application for this funding opportunity on May 14, 2020, Agenda Item I.2.
Strategic Plan Alignment	1) This grant agreement supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing grants to businesses impacted by COVID-19 will help them make it through the pandemic so they can reopen under the new normal, and eventually expand when economic times improve. 2) This grant agreement supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business throughout the COVID-19 pandemic.
County Counsel Review	County Counsel Review Date: August 11, 2020 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? No The item is a grant agreement, and is not processed through Procurement.
Contact Person	Laura Zentner, BCS Director (503) 742-4351 Sarah Eckman, BCS Deputy Director (503) 742-4303
Contract No.	BCS does not assign a contract number for this agreement

BACKGROUND:

Business and Community Services has developed a program with local non-profit, Micro Enterprise Services of Oregon (MESO) to provide grants to local small businesses affected by COVID-19. This program helps vulnerable businesses impacted by COVID-19 by providing much needed cash during this very challenging time.

BCS has secured funding for the program in the amount \$575,000. These funds are comprised of:

- \$200,000 in Clackamas County funds (Lottery dollars)
- \$45,000 in State of Oregon Matching Funds (first forgivable loan agreement)

- \$155,000 in State of Oregon Matching Funds (pending signed forgivable loan agreement)
- \$175,000 in State of Oregon Funds to Community Development Financial Institutions (CDFIs) via MESO

The State of Oregon made matching funds available for emergency business assistance grant programs, and BCS was originally awarded \$45,000 to match a portion of the \$200,000 committed from Clackamas County Lottery dollars. This new award provides an additional \$155,000, resulting in all \$200,000 of Clackamas County funds being matched.

Adding this funding to our existing dollars increases the amount of grants we are able to provide to our small businesses (25 employees and under).

RECOMMENDATION:

Staff respectfully recommends the BCC approve the forgivable loan agreement with the State of Oregon and requests authority to sign the agreement be delegated to the BCS Director, Laura Zentner.

ATTACHMENT:

COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement between Clackamas County and the State of Oregon.

Respectfully submitted,

p.p. *Sarah Eckman*

Laura Zentner, CPA
Director, Business & Community Services

**COVID-19 EMERGENCY BUSINESS ASSISTANCE PROGRAM
FORGIVABLE LOAN CONTRACT**

OBDD Contract Number C2020385

This forgivable loan agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Business Development Department (“OBDD”) and Clackamas County (“Recipient”) for capitalizing a COVID-19 Emergency Business Assistance Program sponsored by Recipient and described in Exhibit A (“Program”). This Contract becomes effective only when fully signed and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire 45 days after the Program Completion Deadline. Contract termination shall not extinguish or prejudice OBDD’s right to enforce this Contract with respect to any default by Recipient that has not been cured.

This Contract includes Exhibit A - Program Description and Requirements and Exhibit B - FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a)).

OBDD is authorized to enter into Loan agreements and make Loans from the Oregon Business, Innovation and Trade Fund established in ORS 285A.227, including this Contract.

SECTION 1 - FUNDING ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a forgivable loan (the “Loan”) in an aggregate amount not to exceed \$155,000.

SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, OBDD shall disburse the full Loan to Recipient.
- B. Conditions Precedent to Disbursement. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its attorneys:
 - (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
 - (3) Documentation satisfactory to OBDD that, in addition to the Loan, Recipient has available or has obtained binding commitments for all funds necessary to complete the Program, including matching funds in at least a 1:1 ratio.

OBDD has no obligation unless it has appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to disburse funds in accordance with the terms of this Contract, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.

SECTION 3 - USE OF LOAN; CARES ACT REQUIREMENTS

The Recipient shall use the Loan only for the activities described in Exhibit A. The Recipient may not use the Loan to cover costs scheduled to be paid for by other financing for the Program from another State of Oregon agency or any third party, or to retire any Recipient debt.

Recipient shall ensure that the project and all expenditures comply with Section 5001 of the federal CARES Act, through the Coronavirus Relief Fund, which is the source of funds for this Loan, and comply with any implementation guidance from the U.S. Department of the Treasury. Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, requires that Recipient use the Loan to provide small business assistance grants to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in its budget most recently approved as of 27 March 2020; and (3) were or are incurred during the period that begins on 1 March 2020, and ends on 30 December 2020.

Recipient must ensure that any distribution or payment of the federal funds paid under this Contract, by means of any grant, subgrant, contract or other agreement between Recipient and another party includes the requirement that such funds must be used solely in a manner that complies with the provisions of the CARES Act.

Any Loan funds disbursed to Recipient that are not used according to this Contract or that remain after the Project is completed, this Contract is terminated or after the Program Completion Deadline, shall be immediately returned to OBDD, unless otherwise directed by OBDD.

SECTION 4 - LOAN REPAYMENT; LOAN FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. The obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Program, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Program or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. No Interest. The Loan bears no interest.
- C. Loan Forgiveness. OBDD shall forgive repayment and cancel the Loan by notice to Recipient, as soon as it determines that all of the following conditions are met:
- (1) Recipient has completed the Program no later than the Program Completion Deadline, which date is 45 days after receipt of the Loan proceeds, unless otherwise allowed by OBDD in writing.
 - (2) No Event of Default has occurred and continues.
 - (3) No later than 30 days after the Program Completion Deadline, Recipient submits the reporting required in Exhibit A, in form and substance satisfactory to OBDD.

D. Partial Loan Forgiveness; Repayment of Unforgiven Loan. If Recipient is unable to award grants to businesses (including matching funds) as required by this Contract, equal to the full amount of the Loan, OBDD will forgive that portion of the Loan meeting all the conditions in Subsection C above and notify Recipient in writing. Recipient shall pay all unforgiven Loan principal to OBDD not later than 30 days after receiving notice of partial forgiveness, unless otherwise provided by OBDD in writing.

SECTION 5 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Program related to the ability of Recipient to make all payments and perform all obligations required by this Contract.
- B. Internal Controls; Monitoring of Subrecipients. Recipient must have a system of internal controls in accordance with 2 CFR §200.303, and must implement the requirements of 2 CFR §§ 200.330 through 200.332 regarding Monitoring and Management of any subrecipients.
- C. Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number is 21.019. Recipient is a sub-recipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Recipient also must comply with applicable restrictions on subawards (“subgrants”) to subsequent tier subrecipients.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

- F. Federal Funds. OBDD's payments to Recipient under this Forgivable Loan will be paid by funds received by OBDD from the United States Federal Government. Recipient, by signing this Contract, certifies neither it nor its employees, contractors, subcontractors or subrecipients who will perform the Project activities are currently employed by an agency or department of the federal government.
- G. Records Retention. Recipient will cooperate with OBDD to provide all necessary financial information and records to comply with CARES Act reporting requirements. Recipient will keep proper books of account and records on all activities associated with the Loan, including, but not limited to grant awards and payments, instruments, agreements and other supporting financial records documenting the use of the Loan, including all grant applications and supplemental documentation provided by business applicants. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records from the later of the date of this Contract until five years after the Program Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved.
- H. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Program. The Recipient shall supply any Program-related information as OBDD may reasonably require.
- I. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Program; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
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The Recipient represents and warrants to OBDD:

A. Organization and Authority.

- (1) The Recipient is a county, validly organized and existing under the laws of the State of Oregon.
- (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive funding for the Program.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

- B. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Program, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- C. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Program or the ability of Recipient to perform all obligations required by this Contract.
- D. Governmental Consent. The Recipient has obtained or will obtain all approvals, notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Program.

SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Payment Failure. The Recipient fails to make any Loan payment when due.
- B. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Loan or the Program.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Loan or further disbursements, return of all or a portion of the Loan amount, and declaration of ineligibility for the receipt of future awards from OBDD. OBDD may also recover all or a portion of the outstanding balance due under the Loan from Recipient by deducting the amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Loan amount, Recipient shall pay the amount upon OBDD’s demand. OBDD reserves the right to turn over any unpaid debt from this Contract to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. The remedies are cumulative and not exclusive of any remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in available revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. There is a change in federal or state laws, rules, regulations or guidelines so that the Program funded by this Contract is no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) 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 or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

SIGNATURE PAGE FOLLOWS

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



STATE OF OREGON
acting by and through its
Business Development Department



CLACKAMAS COUNTY

By: _____
Chris Cummings, Interim Director

By: _____
Laura Zenter, Director

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 30 July 2020

Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - PROGRAM DESCRIPTION AND REQUIREMENTS

OBDD

State of Oregon, acting by and through its
Business Development Department,
775 Summer Street NE Suite 200
Salem OR 97301-1280

Contract Administrator: Matthew Mattia

Telephone: 503-856-2306

Email: matthew.mattia@oregon.gov

Recipient

Clackamas County

150 Beavercreek Road, Room 419
Oregon City OR 97045

Contact: Jon Lagarza, Business and Economic
Development Coordinator

Telephone: 503-742-4366

Email: jlegarza@clackamas.us

Program Requirements

Recipient will operate a COVID-19 Emergency Business Assistance Fund that provides grants to individual businesses affected by the COVID-19 epidemic, as described below. Recipient will provide its own funds for the Program to match the Loan amount, in at least a 1:1 ratio.

Eligible Business Applicants

1. Businesses must be adversely affected economically in either one of the following two categories:
 - Those for-profit and non-profit (limited to 501(c)(3) corporations) businesses that were prohibited from operation as directed by the Governor of Oregon's Executive Order No. 20-12.
 - Those for-profit businesses that can demonstrate a one month decline in sales due to the COVID-19 epidemic of 50% or more in one of the months of March, April, May, June, July or August 2020 as compared against sales in the month of January 2020 or February 2020, or for companies with cyclical or seasonal sales, compared with the comparable month in 2019. Those 501(c)(3) non-profit businesses that can demonstrate a decline in revenue due to the COVID-19 epidemic of 50% or more in one of the months of March, April, May, June, July or August 2020 as compared against revenue in the month of January 2020 or February, or for non-profits with cyclical or seasonal revenues, the comparable month in 2019.
2. Businesses must have 25 or fewer employees.

Ineligible Business Applicants

Ineligible applicants include the following categories of businesses:

1. Passive real estate holding companies and others holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that fail to certify they are not delinquent on federal, state or local taxes that were due before the date of application.
4. Businesses that do not certify they are in compliance and will comply with all federal, state and local laws and regulations.
5. Businesses not headquartered and with principal operations in Oregon.
6. Businesses not registered to do business in Oregon (Secretary of State Business Registry verification) if such registration is required.

7. Performing arts venues and cultural or arts organizations that receive funds under the statewide Business and Cultural Support program established by the 14 July 2020 Legislative Emergency Board. (Recipient must notify any applicants that are performing arts venues and cultural organizations about this exclusion. Should such an applicant wish to apply under this program and waive their ability to apply under the Business and Cultural Support program, contact OBDD for direction.)

Program Access

It is intended that these funds are equally accessible to all Oregonians, so Recipient will conduct a robust marketing program that reaches out locally to businesses owned by members of historically disadvantaged population groups (including but not limited to Asian, Black, Hispanic, Native American, and Women Owned Businesses) at least to the extent described in its proposal to OBDD, and Recipient must:

- Utilize program marketing materials and application materials provided by OBDD and made available in languages that are representative of the local population.
- Conduct a stepped marketing program that reaches out and markets to members of historically disadvantaged population groups in advance of marketing to the general public.

Business Applications and Support Documentation

In general, Recipient will, applying its best judgment in individual cases, ensure that businesses:

- Document the federal assistance amount they have received as of the date of application from the Small Business Administration's Paycheck Protection Program (PPP); Economic Injury Disaster Loan Emergency Advance program (EIDL); or other federal programs for emergency pandemic funding. (Awards must be reduced by the amounts received from those programs.)
- Self-certify that their business incurred COVID-pandemic impacts between 1 March 2020 and 30 December 2020 (CARES Act funding restriction).
- Demonstrate:
 - That they were prohibited from operation as directed by Executive Order No. 20-12; or
 - That the for-profit business had a one month decline in revenue decrease of 50% or more due to the COVID-19 pandemic in the month of March, April, May, June, July or August 2020, as compared against the sales or revenues of January or February, or for companies with cyclical or seasonal sales, compared with the comparable month in 2019, or a non-profit business had a revenue decline of 50% or more due to the COVID-19 pandemic in one of the months of March, April, May, June, July or August 2020 as compared against revenue in the month of January 2020 or February 2020, or for non-profits with cyclical or seasonal revenues, the comparable month in 2019.
- Demonstrate they are headquartered and have principal operations in Oregon.
- Self-certify they are not subject to any of the ineligibility criteria.
- Self-certify that the business and its operations are, and will, remain compliant with all local, state and federal laws.
- Provide business, financial and ownership information sufficient to determine and verify eligibility (including whether or not business is owned by a Sole Proprietor).

Recipient will use a standard Grant Application Form for businesses, including a statement that applicant agrees that the State may pursue collection efforts for fraudulent or ineligible grant awards, as supplied by OBDD in multiple languages.

Grant Award Amounts

Awards to eligible businesses will be made as a grant. The amount of the grant will be the greater of two figures, subject to an applicant's ability and choice to provide documentation to support the second figure: the first based on the number of employees before the COVID-19 crisis (as of 29 February 2020); or the second based on the documented amount of fixed operating expenses for the 60 day period of 1 January through 29 February 2020. Regardless of the basis used for the calculation, the applicant must certify that their COVID-pandemic impacts were incurred between 1 March 2020 and 30 December 2020. The eligible award amounts are as follows:

- 0-5 employees
 - \$2,500, or
 - 60-day fixed expenses up to a maximum of \$5,000.
- 6-10 employees
 - \$5,000, or
 - 60-day fixed expenses up to a maximum of \$10,000.
- 11-15 employees
 - \$7,500, or
 - 60-day fixed expenses up to a maximum of \$15,000.
- 16-20 employees
 - \$10,000, or
 - 60-day fixed expenses up to a maximum of \$20,000.
- 20-25 employees
 - \$12,500, or
 - 60-day fixed expenses up to a maximum of \$25,000.

Not less than 50% of all Recipient's awards must be made to Sole Proprietor owners (with or without other employees).

Grant Award Amount Reductions

Recipient will reduce any grant award amount by any amount applicant has received from federal CARES Act funds or other federal funds including: Small Business Administration's Paycheck Protection Program (PPP); Economic Injury Disaster Loan Emergency Advance program (EIDL); and other federal programs for emergency pandemic funding.

Review of Applications

Recipient must confirm that all information and certifications provided by business applicants meet all Program requirements, including but not limited to:

- **Demonstrate:**
 - That the business applicant was prohibited from operation as directed by Executive Order No. 20-12; or
 - That the business applicant had a sales decrease of 50% or more due to the COVID-19 pandemic in the month of March, April, May, June, July or August 2020, as compared against the sales in January or February 2020, or for companies with cyclical or seasonal sales, compared with the comparable month in 2019. For a non-profit business, a 50% or more decline of revenue due to the COVID-19 pandemic in one of the months of March, April, May, June, July or August 2020 as compared against revenue in the month of January 2020 or February 2020, or for non-profits with cyclical or seasonal revenues, the comparable month in 2019.
- Demonstrate that the business applicant is headquartered and with principal operations in Oregon.
- Provide sufficient documentation of employee head count.

Reporting of Awards

To assist in preventing multiple grants to any business, Recipient must send notification of every award to the OBDD Contract Administrator no later than 24 hours after making the award decision, utilizing a Pre-award report form provided by OBDD.

Within 30 days of fully deploying the Loan, or 30 days after the Program Completion Deadline, whichever occurs first, Recipient will deliver a final report on the Program and information on the grant recipients on a form provided by OBDD, which will include but is not limited to:

- Number of applications received
- A listing of the direct costs incurred in the administration of the Program (payroll, marketing, et cetera)
- Number of awards made
 - Awards by #, \$ and % of allocation by voluntary reported demographic information
 - Awards by #, \$, and % of allocation by regions as defined by OBDD (i.e., Central, Coastal, Eastern, Portland, Southern, and Valley)
 - Award by #, \$, and % of allocation by company size / number of employees (0-5, 6-10, et cetera)
 - Award by #, \$ and % of allocation to sole proprietors
 - Total amount of Recipient's matching funds applied to awards made under the Program, by \$ and % match to the Loan.
- Individual business grant recipient data
 - Name of company
 - Employer Identification Number (EIN)
 - Oregon Business Identification Number (BIN)
 - Address of company
 - NAICS industry code

- Amount of award
- Federal award amounts received, listed by program
- Amount of Emergency Small Business Assistance Program award received in earlier rounds
- Legal business entity type
- # of employees as of 29 February 2020
- Reported # of jobs retained due to the award
- For owners of businesses:
 - First and last name
 - Percentage of ownership
 - Demographics as reported in a demographic questionnaire for all owners with 20% or more ownership.
- A certification by Recipient that no Loan proceeds were used to retire any of Recipient's debt.
- Any other additional information if requested by OBDD as necessary for CARES Act compliance.

Tax Responsibility

Recipient is responsible for all federal or state taxes applicable to any portion of the Loan that is forgiven. Recipient is responsible to administer all federal or state tax requirements applicable to grant awards, including delivery of IRS Form 1099-G to grant recipients.

Program Completion Deadline

Recipient must complete grant awards to eligible businesses no later than the Program Completion Deadline, which date is 45 days after receipt of the Loan proceeds, unless otherwise allowed by OBDD in writing. If Recipient is unable to complete grant awards to businesses (including matching funds) in its aggregate Loan amount by the Program Completion Deadline, Recipient shall return all unforgiven Loan principal to OBDD as provided by Section 4 of the Contract.

EXHIBIT B - FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.331(A))

(i) Recipient Name*: <i>(must match DUNS registration)</i>	CLACKAMAS, COUNTY OF
(ii) Recipient's DUNS number:	09-699-2656
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	27 March 2020
(v) Grant period of performance start and end dates:	Start: 1 March 2020 End: 30 December 2020
(vi) Total amount of federal funds obligated by this Grant:	\$155,000
(vii) **Total amount of federal award committed to Recipient by Agency: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$155,000
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
(x) Name of pass-through entity:	Oregon Business Development Department
(xi) Contact information for awarding official of pass-through entity:	George Naughton, D.A.S. Chief Financial Officer 155 Cottage Street NE Salem OR 97301 CoronavirusReliefFund@Oregon.gov
(xii) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

* For the purposes of this Exhibit B, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.



August 20, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Loan Agreement, Project Number 17-19-698, Amendment #1 between Oregon Business Development Department (OBDD) and Clackamas County Business and Community Services Economic Development for the Clackamas County Land Bank Authority

Purpose/Outcome	Approve Loan Agreement Amendment #1 between the Oregon Business Development Department (“OBDD”) and Business Community Services Economic Development division. The amendment will change the project completion deadline from January 31, 2022 to January 31, 2024. Amendment will also defer interest from accruing until January 1, 2022. The amendment provides other date adjustments to align with the extension of the start date, and project completion date.
Dollar Amount and Fiscal Impact	Clackamas County originally set aside \$375,000 in match for this program, which will be funded through Lottery dollars (via the Business and Community Services Economic Opportunity program) and contributions from other partners.
Funding Source	Lottery Funds
Duration	Upon execution through May 31, 2024. Extension of two years due to COVID-19 impact.
Previous Board Action/Review	<ul style="list-style-type: none"> • BCC Approval September 27, 2018 Feasibility Study Business Plan • Policy Session April 9th, 2019 approval of CCLBA business plan • October 24th, 2019 Approval of forgivable loan for funding to support the Startup of the Clackamas County Land Bank Authority
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Approving this amendment aligns with the Business and Community Services goal of establishing the Clackamas County Land Bank Authority, and the goal of making three sites available by the Clackamas County Land Bank Authority for private use and investment by providing funding to start the Clackamas County Land Bank Authority. 2. Approving this amendment supports the Board of County Commissioners goal of Growing a Vibrant Economy by supporting the establishment of the Clackamas County Land Bank Authority, a tool that will result in providing more employment land and properties to support a thriving community.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: July 27th, 2020 2. NB

Procurement Review	Was the item processed through Procurement? No If no, provide brief explanation: Item is only a contract time amendment and deferral of interest accrual.
Contact Person	Laura Zentner, Business and Community Services Director lzentner@clackamas.us Sarah Eckman, Business and Community Services Deputy Director sarahste@clackamas.us
Contract No.	BCS does not assign a contract number for this item

BACKGROUND:

Like many other local governments throughout the State of Oregon, Clackamas County faces financial and legal hurdles in cleaning up and repurposing so-called “brownfield” sites, properties where business expansion or redevelopment is complicated by actual or perceived environmental contamination. At the same time, the County is challenged by a lack of employment lands, and a critical shortage of affordable housing.

In 2015, recognizing that many local governments faced similar challenges, the Oregon Legislature passed HB 2734, which allows for the creation of Land Bank Authorities to assist local governments in remediating, redeveloping, and revitalizing brownfields without the liabilities traditionally associated with these properties. Under the law, a Land Bank Authority can acquire a brownfield site, remediate contamination, and facilitate repurposing and redevelopment of the property. Critically, a Land Bank Authority enjoys significant protection from liability for pre-existing contamination. Once rehabilitated, these sites can serve as employment lands to meet the needs of expanding or relocating businesses, as sites for new affordable housing developments, or can be turned into new community parks or open spaces.

In April 2019, the Board approved a Business Plan proposed by Business and Community Services (BCS) for the formation and implementation of a Clackamas County Land Bank Authority (CCLBA). One component of the Business Plan was securing adequate funding for CCLBA start-up and initial operations. Upon the Board’s approval of the Business Plan, BCS Economic Development worked with the State of Oregon to secure \$300,000 in forgivable loan funding from the State of Oregon’s Business Development Department to support development of a county brownfield land bank authority.

Due to the COVID-19 pandemic, staff has pivoted to launch the Emergency Business Grant Assistance program and requested and received approval from the Oregon Business Development Department to move the start date back for this important forgivable loan agreement.

RECOMMENDATION:

Staff recommends Board approval of the Loan Amendment between Clackamas County and State of Oregon, Business Development Department for the Clackamas County Land Bank Authority (Project Number 17-19-698) and further authorizes the Director or Deputy Director of

Business and Community Services to sign the Loan Agreement and related attachments on behalf of the County.

ATTACHMENT:

Strategic Reserve Fund Loan Amendment #1 for the Clackamas County Land Bank Authority
(Project Number 17-19-698)

Respectfully Submitted,

p.p. *Sarah Eckman*

Laura Zentner, CPA
Director, Business & Community Services

Amendment Number 1

Project Name: Clackamas County Land Bank Authority

This amendment is made and entered into by and between the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and Clackamas County Economic Development (“Recipient”), and amends the Loan Agreement, Project Number 17-19-698, dated 31 Oct 2019 (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to extend the time to complete the project due to COVID-19 delay.

The parties agree as follows:

1. Amend the following Key Term in Section 1 of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

Project Completion Deadline: 31 January ~~2022~~ 2024.

2. Amend Section 5 of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

B. Interest. Interest accrues beginning 1 January 2022 ~~on each disbursement from the date of disbursement until the Loan is fully paid~~ at the rate of 5% per annum. Interest is computed by counting the actual days occurring in a 365-day year.

C. Maturity Date. Unless completely forgiven, Recipient will pay to OBDD the outstanding principal of the Loan and all accrued interest on 31 May ~~2022~~ 2024.

3. Amend Exhibit A of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

3) Provide support to other counties and municipalities to establish their own land bank authorities. CCLBA staff will help counties and cities with business plans, agenda items, resolutions, IGAs, et cetera. CCLBA staff will be available for at least 120 hours per year, starting on or before 1 January ~~2020~~ 2022 and ending 31 December ~~2024~~ 2023, to assist other municipalities in establishing land bank authorities. CCLBA will provide municipalities with technical assistance on business plans, resolutions, and IGAs through in-person meetings, conference calls, and/or webinars.

5) Produce an annual report not later than 31 January ~~2024~~ 2023 for the first year, and 31 January ~~2022~~ 2024 for the second year, that: provides an overview of support and technical assistance to municipalities, details the number of housing and jobs created by participant companies and partner companies, and provide an overview of the collaboration among Recipient, CCLBA, other municipalities, and other land bank authorities.

Special Conditions:

Recipient and CCLBA shall give Business Oregon irrevocable, worldwide, royalty-free, sub-licensable licenses to all materials to be created as described in the Project Description above, including but not limited to the Guidebook, road map, and all documents in the document library.

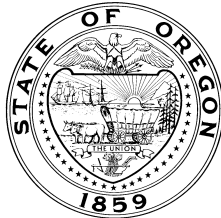
Project must begin no later than 1 January 2022.

SIGNATURE PAGE FOLLOWS

OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CLACKAMAS COUNTY ECONOMIC DEVELOPMENT

By: _____
Edward Tabor, Manager
Programs & Incentives

By: _____
Laura Zentner, Director
Business and Community Services

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Purchase Order for Pivot3 Security Hardware & Storage from Reece Security Solutions

Purpose/ Outcomes	Seeking approval to Purchase Pivot3 CCTV storage capacity from a Cooperative Contract with Reece Security Solutions.
Dollar Amount and Fiscal Impact	Contract total value of \$315,432.77 to include a five (5) year maintenance package.
Funding Source	Planned Capital expense from TS 746-1223-485400 capital fund
Duration	Storage capacity is a onetime cost, annual support and maintenance is for five (5) years.
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build a Strong Infrastructure 2. Build public trust through good government
Counsel Review	County Counsel reviewed and approved this purchase on 08/10/2020 Initials <u>A.N.</u>
Procurement Review	Was the item processed through Procurement? yes X no <input type="checkbox"/>
Contact Person	Dave Devore 503-723-4996

BACKGROUND:

Technology Services uses Pivot3 branded storage for all security camera/CCTV related disk storage. TS manages and expands it as needed to keep up with our growing demand.

The current Pivot3 storage system is at the end of its service life having been in production for 5 years. There is presently a need to replace the aging hardware, expand storage capacity, and extend the annual support and maintenance for five years - the amount of time that we can reasonably plan to continue using this technology. This request covers the demand for security camera recording from all County facilities except for the County Jail.

TS does employ solutions from other storage vendors for other use cases such as data backups and department application workloads. County Jail also has a Pivot 3 storage system. Those solutions are not in scope for this request.

PROCUREMENT PROCESS:

Technology Services staff obtained three (3) quotes from vendors for the exact same Pivot3 capacity and services. The quotes ranged \$315,432.77 (from Reece) to \$344,318.04. Three of the quotes, including the lowest cost quote, were under contracts that meet the requirements of

Permissive Cooperative Procurements under LCRB Rule C-046-0430. By obtaining multiple quotes and taking advantage of a special pricing offer under a cooperative contract, Technology Services was able to realize substantial cost savings for the County. County Counsel has reviewed and approved the cooperative contract and this transaction. The Procurement Office posted a Notification of Intent to Purchase on August 12, 2020 for 7 days. No comments were received.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached quoted Pivot3 Quote from Reece Security Solutions and, to complete the transaction, authorize the Procurement Office to execute purchase orders and any other needed instruments in order to complete the full purchase.

Respectfully submitted,



Dave Cummings, Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

Purchase Approved by Chair _____ Date _____

REECE

COMPLETE SECURITY SOLUTIONS®

DESIGN & INTEGRATION PROPOSAL

Clackamas County

4964364 - Clackamas County Brooks Consolidation

Proposal: 7078



| 6755 SW Sandburg St. | Portland, Oregon 97223 |
| Phone: (503) 682-9900 | Fax: (503) 682-9500 | Website: www.rcss.us |

The following Proposal is for Materials to be Provided by REECE Complete Security Solutions:

Video Surveillance System:

- Video Management Servers & Software:
 - (4) Pivot3 101-9312D3-1A120 - 192TB Acuity Surveillance Edition; VMware License Included
 - (4) Pivot3 16-0707-05-03 - Acuity Hybrid Support 171-260TB for V5-2x00 & SW-only, Premium 5 year
 - (1) Pivot3 17-0125-01 - Install and Configure up to 10 Pivot3 Appliances
 - Includes Initial Configuration, Programming and Commissioning

This pricing is in pursuant of the Hillsboro School District Contract for Services. The language is in compliance with ORS Chapters 279A, 279B and 279C which allows any State agency to use this as a cooperative purchasing contract.

This proposal contains proprietary and confidential information of REECE Complete Security Solutions and shall not be used, disclosed or reproduced in whole or in part for any other purpose other than to evaluate this proposal without prior written consent of REECE Complete Security Solutions. Title in and to this document and all information contained herein remains at all times with REECE Complete Security Solutions.

PART NUMBER	MFG	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Servers					
OTHER ITEMS					
Misc Material	Reece	Pivot3 16-0707-05-03 - Acuity Hybrid Support 171-260TB for V5-2x00 & SW-only, Premium 5 year	4.00	\$17,060.92	\$68,243.68
Misc Material	Reece	Pivot3 17-0125-01 - Install and Configure up to 10 Pivot3 Appliances	1.00	\$6,774.19	\$6,774.19
Misc Material	Reece	Pivot3 101-9312D3-1A120 - 192TB Acuity Surveillance Edition; VMware License Included	4.00	\$59,560.33	\$238,241.32
SERVERS SUBTOTAL:					\$313,259.19
Tax					\$0.00
Shipping					\$2,173.58
Miscellaneous					\$0.00
System Total					\$315,432.77
Support Plan					\$0.00

Exclusions & Clarifications

- All 120V Power Required for Devices and Systems in this proposal is to be provided and installed by Others unless otherwise noted.
- All 120V Surge Protection Required for Devices and Systems in this proposal is to be provided and installed by Others unless otherwise noted.
- All Pathways, Conduit, Wiremold, Cable Tray, Back-Boxes, Junction Boxes, etc. Required for Devices and Systems in this proposal by Others unless otherwise noted.
- Network POE and/or PoE+ Switches Required for Devices and Systems in this proposal by Others unless otherwise noted.
- IP Addresses Required for Devices and Systems in this proposal to be provided by others unless otherwise noted.
- Monitors, PC's, Viewing Stations, etc. Required for Devices and Systems in this proposal by Others unless otherwise noted.
- Patching and Painting by Others unless otherwise noted.
- Cable installed by Others must be pulled to device location unless otherwise noted.
- Excludes Lift Rental unless otherwise noted.
- Excludes Backboards unless otherwise noted.
- Excludes Network Cabinets and Racks unless otherwise noted.
- Excludes configuration and troubleshooting of customer's network, including but not limited to, switches, routers, existing copper, fiber, and wireless networks. Configuration and troubleshooting of customer's network by REECE would be performed and invoiced separately on a Time and Materials Change Order upon customer approval.
- VOIP System Programming Required for Devices and Systems in this proposal by Others unless otherwise noted.
- Existing Access Control System unless otherwise noted.
- Existing Video Management System unless otherwise noted.
- Existing Intrusion Detection System unless otherwise noted.
- Includes Permit and Inspection as Required.
- Changes to design and/or scope may result in additional charges.
- All work to be performed during regular business hours.
- One-Year Warranty from substantial completion on workmanship, manufacturer's warranty applies to REECE-supplied material.
- Materials marked "OFE" are Owner Furnished Equipment, installed by REECE, provided by others.
- Terminations to electrified lock hardware that is installed by others or existing will be done as follows:
Terminations will be made at the frame side of the hinge for electrified panic bars, lever sets and mortise locks.
Terminations will made directly to electrified strikes, mag locks, overhead door motors and gate openers.
- Proposal pricing assumes that existing equipment is fully functional. Troubleshooting, repair, and replacement of existing equipment will be performed on a Time and Materials change order upon customer approval.
- Proposal pricing assumes that existing cable is fully functional. Troubleshooting, repair, and replacement of existing cable will be performed on a Time and Materials change order upon customer approval.
- Idle time incurred due to absence of required escorts, clearances, inability to enter the workspace, or other factors beyond our control will be considered a change in the contract and may result in additional charges.
- Price valid 30 Days from Date of Proposal

Submitted By: REECE Complete Security Solutions

Accepted By: Clackamas County

08/04/2020

Date

Date

Max Saldana

Print Name

Max Saldana

Signature

Print Name

Signature



Capt. Malcolm McDonald
Director

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Sub-Recipient Grant Agreement with the Institute for Intergovernmental Research for the Building Bridges Demonstration Project
Grant No. 2020-BRIDGES-0062

Purpose/Outcome	To establish alternatives to incarceration for individuals with opioid use disorders.
Dollar Amount and Fiscal Impact	\$93,750
Funding Source	US Department of Justice
Duration	March 1,2020-March 20,2021; Extended to August 31,2021
Previous Board Action/Review	BCC previously signed Grant agreement #2020-BRIDGES-0062 on June 4, 2020
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Counsel Review	August 5, 2020
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: This project builds upon the Building Bridges demonstration project, which supported a nine-month planning process to implement medication-assisted treatment in jails and enhancing collaboration between jails and community-based treatment. This funding will be used to fund a Peer Mentor/Navigator and provide recovery housing vouchers for those exiting jail receiving medication for Opioid Use Disorder (OUD).

The Amendment extends the duration to of the grant period to August 31, 2021. COVID-19 has affected planning and implementation of this project and the funder has granted a 6-month extension.

RECOMMENDATION: : Community Corrections respectfully requests that the Board of County Commissioners approves Amendment #1 to this Grant Award and allows Director Malcolm McDonald sign on behalf of the County for the Bureau of Justice Assistance and the Centers for Disease Control & Prevention funding for the Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

Amendment 1
of the
Subaward Agreement
between the
Clackamas County Community Corrections (CCCC)
and the
Institute for Intergovernmental Research (IIR)
in the
**Building Bridges Between Jails and Community-Based Treatment
for Opioid Use Disorder Demonstration Project**

This Subaward Agreement (*Agreement*) for the period of March 1, 2020, through February 28, 2021, by and between the Institute for Intergovernmental Research (*IIR*) and the Clackamas County Community Corrections (*CCCC*), is hereby extended until August 31, 2021. Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid Abuse Site-Based Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 2017-AR-BX-K003, Comprehensive Opioid Abuse Program (COAP) Training and Technical Assistance Program (dated September 30, 2019), for the Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project. The following additional terms and conditions govern this *Agreement*:

- a. This *Agreement* is extended for an additional six months to August 31, 2021.
- b. All other terms, covenants, conditions, and provisions of the *Agreement* shall remain in force.

Accepted:

Accepted:

Clackamas County Community Corrections

Gina Hartsfield, President and CEO
Institute for Intergovernmental Research

Malcolm McDonald, Director
Printed Name and Title

**COUNTY COUNSEL
DOCUMENT REVIEW - TRANSMITTAL FORM**

DATE: 08/05/2020

TO COUNTY COUNSEL ATTORNEY: Jeff Munns

FROM: Nora Jones

EXTENSION: 8780 **DEPARTMENT/DIVISION:** Community Corrections

BILL TO 219 1320 06240 431420

TYPE OF DOCUMENTS: Subaward amendment #1

NAME OF DOCUMENTS: Institute for Intergovernmental Research, Building Bridges Between Jails and
Community-Based Treatment for Opioid Use Disorder Demonstration
Project

REQUESTED RETURN DATE: 08/10/2020

Requestor Comments:

=====

APPROVED AS TO FORM:

County Counsel:  **Date:** 8/5/2020

Counsel Comments:

Amendment 1
of the
Subaward Agreement
between the
Clackamas County Community Corrections (CCCC)
and the
Institute for Intergovernmental Research (IIR)
in the
**Building Bridges Between Jails and Community-Based Treatment
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Accepted:

Accepted:

Clackamas County Community Corrections

Gina Hartsfield, President and CEO
Institute for Intergovernmental Research

Printed Name and Title



DAN JOHNSON
DIRECTOR

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Certifying the 2020-2021 Assessment Roll for
Clackamas County Service District No. 5

Purpose/Outcomes	Approval of this Resolution will certify the FY 2020-2021 Assessment Roll for Clackamas County Service District No. 5 (CCSD#5), the street lighting authority for Clackamas County.
Dollar Amount and Fiscal Impact	\$2,290,649.96
Funding Source	Direct Assessment: The cost of street lighting within CCSD#5 is paid by directly assessing those properties annexed to the street lighting district.
Duration	Annual Assessment
Previous Board Contact	Budget Adoption Meeting June 18, 2020
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	Resolution reviewed and approved by County Counsel on August 6, 2020 by Nate Boderman.
Procurement Review	Was the item processed through Procurement yes <input type="checkbox"/> no <input checked="" type="checkbox"/> This is a budget process which requires no procurement.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657

BACKGROUND:

Pursuant to statute, CCSD #5 may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

As outlined in the budget presentations in June of this year, the District budget assumes the collection of an annual assessment upon all benefiting real property within its boundaries. These assessments, included on the property tax statements for the County and collected in the same manner as ad valorem taxes, provide for the provision of street lighting services. These services include, but are not limited to, general maintenance, electrical service costs, and district administrative expenses.

ORS 310.060 requires the District to provide this information to the County Assessor not later than July 15. ORS 310.060(9) allows the County Assessor to grant an extension to this deadline, and the District was granted such an extension on July 14, 2020.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Resolution directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$2,290,649.96 on the 2020-2021 tax roll.

Respectfully submitted,

Wendi Coryell

Wendi Coryell
Service District Specialist, CCSD No.5

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

In the Matter of Certifying an
Assessment Roll for Property
Assessed for Street Light Service in
Clackamas County Service District
No. 5 for Fiscal Year 2020-2021



Resolution No. _____

Page 1 of 2

Whereas, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Resolution No. 2018-64, and that the adopted rates being applicable to all properties annexed into the district by order of the Board and identified on the District's Assessment Roll, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5.

NOW THEREFORE, the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 resolves as follows:

1. The benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll;

2. The Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget, in the aggregate amount of \$2,290,649.96 and that these assessments are levied upon properties identified on the District Assessment Role which were within the District as of the start of the 2020-2021 fiscal year. The following allocation and categorization, subject to the limits of section 11b. Article XI of the Oregon Constitution, make up the above aggregate levy:

	Subject to the General Government Limitation		Excluded from the Limitation
CCSD#5 Street Lighting Fund	\$2,290,649.96	\$	0.00
Total	\$2,290,649.96	\$	0.00

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

In the Matter of Certifying an
Assessment Roll for Property
Assessed for Street Light Service in
Clackamas County Service District
No. 5 for Fiscal Year 2020-2021



Resolution No. _____
Page 2 of 2

3. The assessments collected in the amount of \$2,290,649.96 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

DATED this _____ day of August, 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of
Clackamas County Service District No. 5

Chair

Recording Secretary



Gregory L. Geist
Director

August 20, 2020

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) FY20/21 to FY24/25

Purpose/Outcomes	Approval and adoption of WES Capital Improvement Plan FY20 to FY25.
Fiscal Impact	Anticipated cost to fund CIP projects are built into the annual budget as adopted. Authorizes collection of system development charges.
Funding Source	WES Sanitary and Surface Water Construction and System Development Charge Funds
Duration	FY20/21 – FY24/25 (updated annually)
Previous Action	WES Advisory Committee review in May and July 2020, recommended for adoption by BCC.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 8/12/2020 2. Initials: Amanda Keller <u><i>AK</i></u>
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: The adoption of the CIP is not within the scope of items required to be processed through Procurement.
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 lchicoine@clackamas.us x4559

BACKGROUND

On behalf of its ratepayers, Clackamas Water Environment Services (“WES”) operates and maintains more than three hundred fifty 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.

To most efficiently construct capital assets to support WES’ mission of protecting human health and the environment, and ensure new connections to the system pay their fair share, WES has

developed a 5 year Capital Improvement Plan (“CIP”). This is consistent with WES’ Performance Clackamas strategic result in the Capital Planning Program, which guides our daily activities and long term planning with respect to capital projects. The Performance Clackamas result includes ensuring that there is adequate and appropriate wastewater and stormwater infrastructure necessary to support healthy living, natural resources, 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.

Once adopted, this new CIP will serve as the guide for capital investment and the establishment of system development charges for WES. Pursuant to Performance Clackamas, the CIP is updated annually and a rolling 5 year CIP will be adopted to ensure the best information is available to the BCC and WES’ ratepayers.

A draft of this plan was presented to the WES Advisory Committee (“Committee”) in May 2020 as informational, and a revised version responsive to feedback from the Committee was presented on July 30th, 2020. The Committee voted to unanimously recommend adoption of the Plan.

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 for FY20/21 to FY24/25.

Respectfully submitted,

A handwritten signature in blue ink that reads "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist, Director
Water Environment Services Director

Attachments:
Resolution adopting CIP
CIP Document

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

In the Matter of an Order Adopting a
Capital Improvement Plan for FY20-
25 for Water Environment Services



Resolution No. _____
Page 1 of 1

WHEREAS, Oregon Revised Statutes (“ORS”) Chapter 223 requires a public body to create a capital improvement plan (“CIP”) to impose system development charges; and

WHEREAS, best practices for such a plan call for a prioritized effort that will maintain existing facilities, allow efficient, cost- effective operations, and provide new infrastructure; and

WHEREAS, Water Environment Services has developed a five year CIP to ensure that it can accomplish its’ mission to protect human health and WES’ watershed and provide for opportunities for economic growth for ratepayers today and into the future.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ACTING AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES, THAT:

The capital improvement plan attached as Exhibit A, which by this reference is made a part of this resolution, is hereby adopted.

ADOPTED this 20th day of August, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

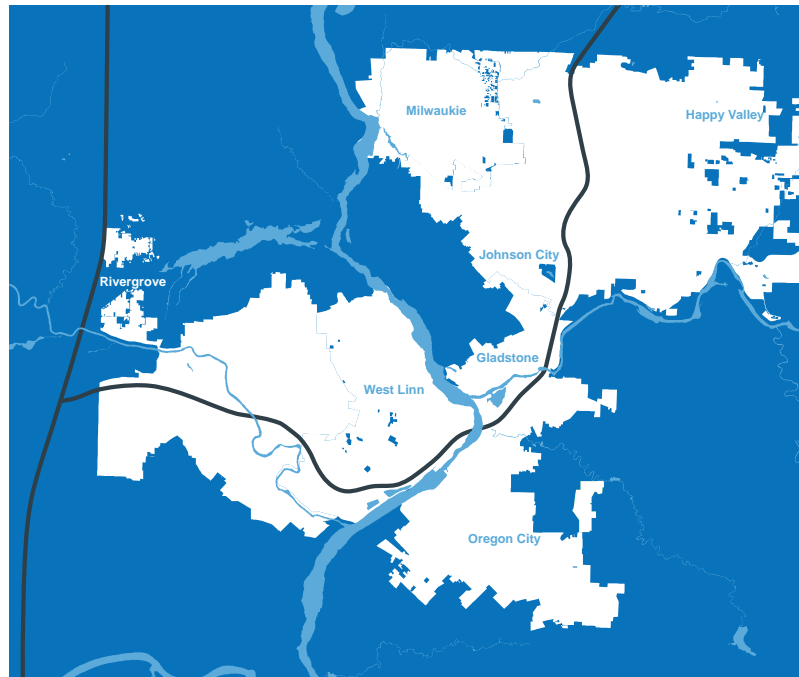
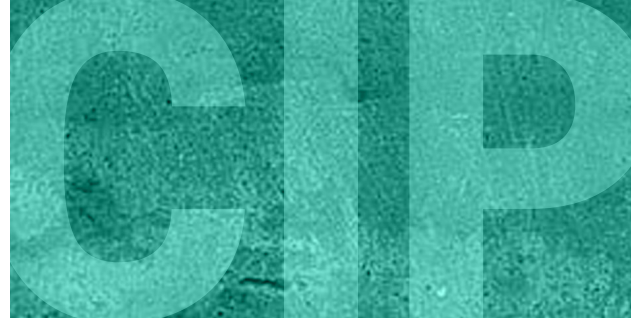
Recording Secretary

2020 - 2025
CAPITAL IMPROVEMENT PLAN

Water Environment Services



CLACKAMAS
WATER
ENVIRONMENT
SERVICES



Clackamas
Water Environment Services
Fiscal Years 2020/2021 - 2024/2025
Capital Improvement 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



Clackamas Water Environment Services

Mission

The mission of Clackamas 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
- Field Operations and 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 2020-2025 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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Sanitary Sewer Project Detail Sheets

Appendix B

Surface Water Project Detail Sheets

CAPITAL IMPROVEMENT PROGRAM OVERVIEW

INTRODUCTION

The Board of Directors (Board) approves the annual budgets for the Clackamas 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

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, 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 300 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, expanded, and repaired.

The WES service area is shown in Figure 1. The service areas encompasses 58 square miles.

WES Service Zones

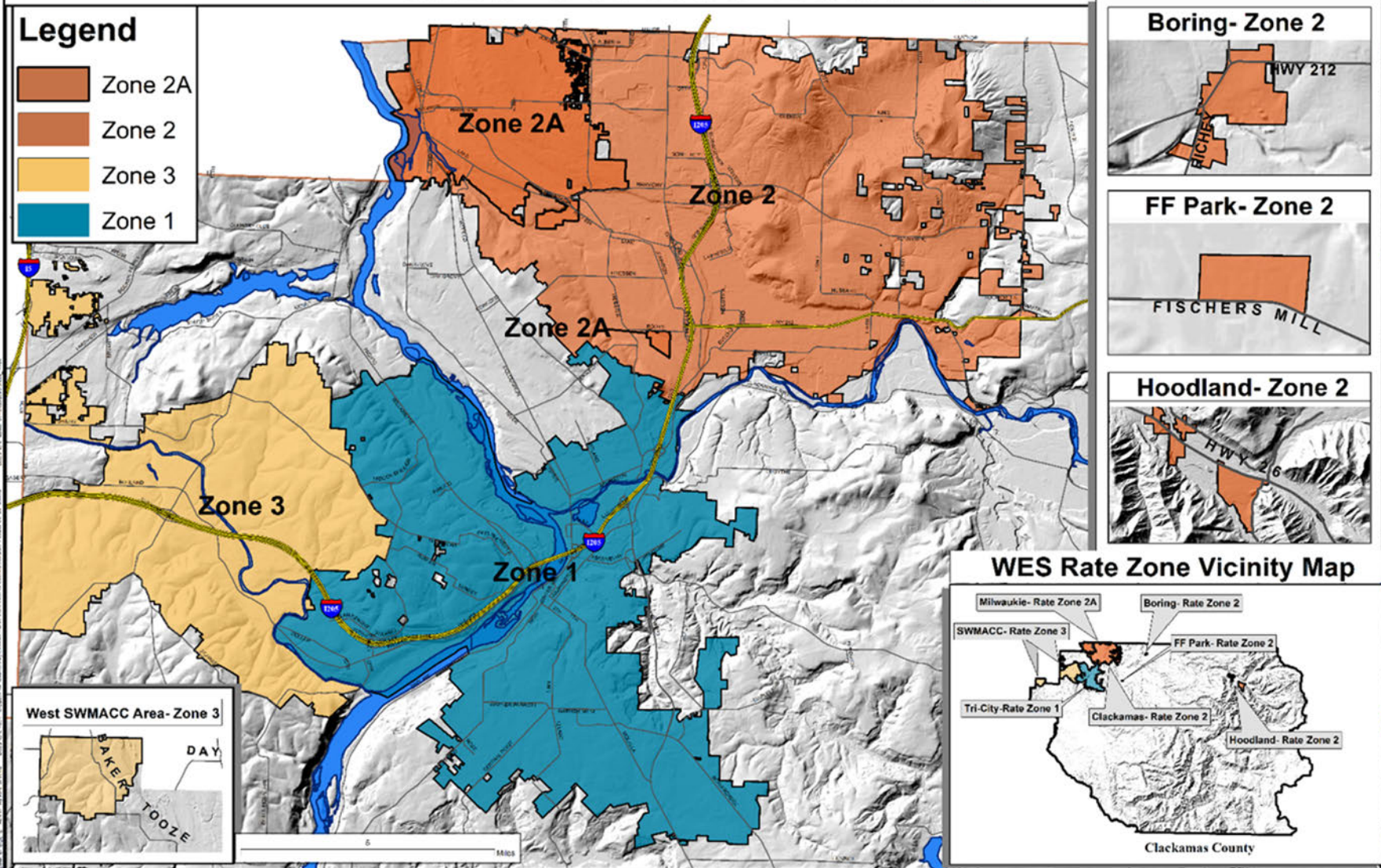


Figure 1. WES Service Area

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, and 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 WRRF.

Kellogg Creek Water Resource Recovery Facility (KC WRRF) began operation in 1974. Because of its constrained site, it cannot be expanded as its service area grows. Between 2008 and 2012, WES spent \$124 million to construct an intertie pump station and pipeline to convey new flow to the TC WRRF and expanded liquids handling capacity at the TC WRRF. Currently, up to 12.5 million gallons per day (mgd) can be diverted from the Kellogg WRRF service area 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.

The **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

Clackamas Water Environment Services performs surface and stormwater management for the purpose of providing nonpoint source pollution controls to meet state and federal regulations. This 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 on watershed health, 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 WES and our performance partners can help reduce 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 2020-25 CIP was developed as a result of leadership of the capital planning team with input from operations and maintenance staff. The wastewater engineering, asset management and operations groups 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

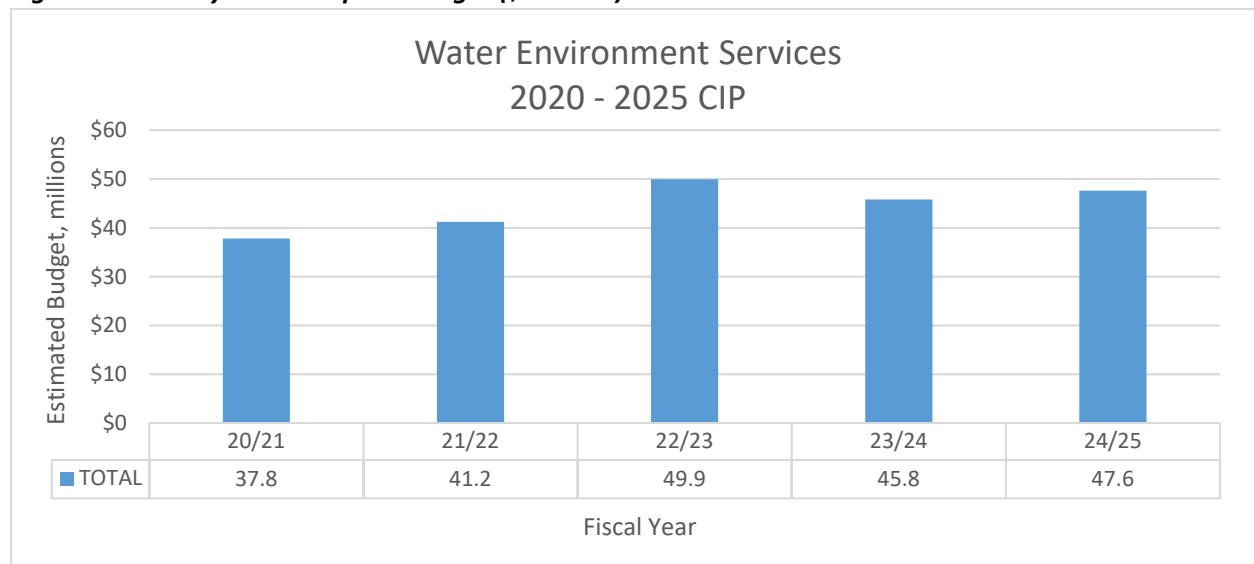
For sanitary sewer projects, projects are organized according to their location and/or function. Project types are Treatment (Tri-City, Kellogg Creek, Hoodland, Boring, Fischer's Forest Park), Blue Heron, Collection System, Fleet, Asset Management and Pump Stations. Collection System projects include those for facilities 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 2. All projects shown are funded in the WES rate model.

Table 1. Sanitary Sewer Capital Budget by Project Type/Location

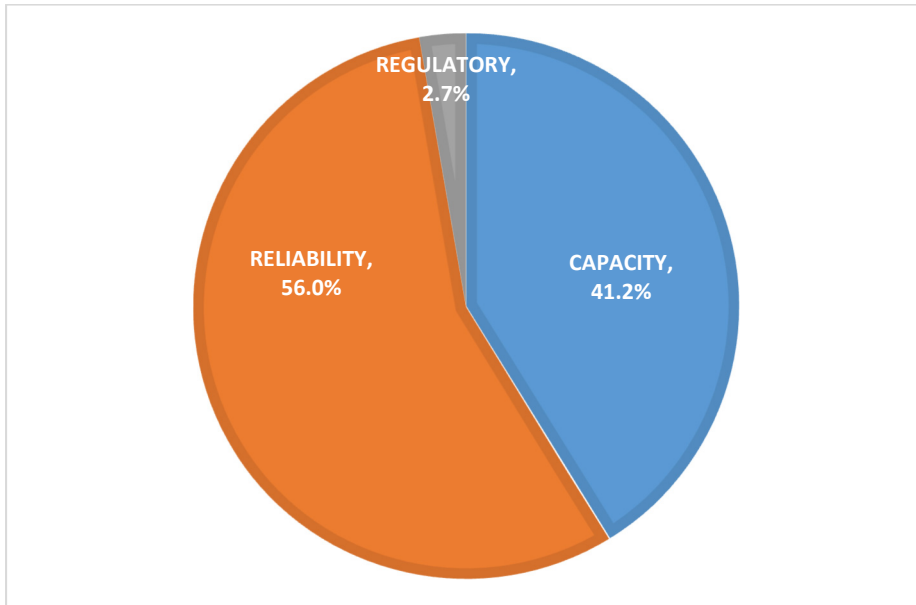
Project Type	Capital Budget, \$ Million				
	20/21	21/22	22/23	23/24	24/25
Tri-City WRRF	\$ 13.1	\$ 5.5	\$ 13.7	\$ 14.8	\$ 34.9
Kellogg Creek WRRF	\$ 4.8	\$ 5.1	\$ 5.1	\$ 6.0	\$ -
Hoodland WRRF	\$ -	\$ 0.5	\$ 2.7	\$ -	\$ -
Boring WRRF	\$ 1.0	\$ 4.0	\$ -	\$ -	\$ -
Fischer Forest Park WRRF	\$ 0.2	\$ 0.8	\$ -	\$ -	\$ -
Collection System	\$ 16.8	\$ 23.1	\$ 26.0	\$ 16.7	\$ 10.3
Blue Heron	\$ -	\$ -	\$ -	\$ 6.0	\$ -
Fleet	\$ 0.8	\$ 1.1	\$ 1.2	\$ 1.2	\$ 1.3
OM Asset Management	\$ 0.8	\$ 0.8	\$ 0.8	\$ 0.8	\$ 0.8
Pump Stations	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2
Water Quality Lab	\$ 0.02	\$ -	\$ 0.1	\$ -	\$ -
Development Review	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1
Total	\$ 37.8	\$ 41.2	\$ 49.9	\$ 45.8	\$ 47.6

Figure 2. Sanitary Sewer Capital Budget (\$ Million)



Some of the CIP projects will provide capacity for growth and are eligible to be funded, or partially funded by SDCs. Some projects are required to maintain the reliability and operability of our infrastructure. Figure 3 shows the breakdown of the CIP by project driver in terms of CIP dollars.

Figure 3. Sanitary Sewer Capital Budget Breakdown by Project Driver



FISCAL YEAR 2020-21 MAJOR PROJECTS

Of the \$37.8 million in the FY 2020-21 capital budget, over \$23.5 million is expected to be spent on the following five major projects:

Tri-City WRRF Solids Handling Project - \$9.1 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 2020-21 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. New digestion and dewatering facilities will begin operation during Summer 2020 so that existing digesters can be refurbished and cogeneration facilities constructed. Construction is expected to be completed in early 2021.

Tri-City Outfall Project - \$1.0 million

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 if I/I reductions recommended in the CSMP are achieved. 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 began with a study to select a preferred outfall location and route from the TC WRRF to the Willamette River and geotechnical exploration. FY 20/21 work will include design and permitting. Project completion is pending Oregon City approval of an easement below Jon Storm Park in November 2020.

Multiple Pump Station Upgrade Project - \$3.0 million

This project includes necessary improvements to eight WES pump stations. The work includes a variety of upgrades to pump stations to improve reliability and condition including safety, structural, mechanical and electrical and control system improvements. The pump stations include Willamette, Sieben Lane, South Welches, Golf Course Terrace, Gladstone, Clackamas, 82nd Drive and Timberline Rim. The project provides the opportunity for efficiencies by developing standards for pump station design and construction. The work will be designed but construction will occur over several years and under separate construction contracts. High priority work will be constructed in FY 20/21.

Clackamas Interceptor Capacity Improvements Project - \$9.4 million

The Clackamas Interceptor is lacking in capacity to serve current and future ratepayers and needs rehabilitation in some areas. Conceptual design of the improvements was completed in FY 19/20. Design and permitting for the estimated \$47 million construction of improvements will begin in FY 20/21 and be constructed in phases over the next ten years

Rock Creek Interceptor Project - \$1.0 million

A preliminary routing study was performed for the extension of the Rock Creek Interceptor in 2007. Located upstream of the Clackamas Interceptor, this project extends service to developments to the north and east. Design of the interceptor extension will occur in FY 20/21.

FISCAL YEAR 2019-20 PROJECT PROGRESS

While we are continually looking forward to future needs, the WES capital team is, at the same time, busy managing the design and construction of numerous projects. We made significant progress in FY 19/20. Dollar amounts reflect estimated amounts spent in FY 19/20. Below are highlights of our work:

Tri-City WRRF Solids Handling Improvements Project - \$14.0 million

Construction began early in FY 18/19 on the expansion of our solids handling facilities at the TC WRRF. WES scheduled the project so that excavation would be performed during the dry season to avoid dewatering costs. New facilities are scheduled to be on line in Summer 2020 so that refurbishment of existing facilities and construction of the cogeneration system can begin.



Kellogg WRRF Improvements Project - \$9.0 million

Significant progress was made in FY 19/20. A new emergency generator was installed and the power distribution system was upgraded for reliability. The peak flow facilities were completed. The Influent Pump Station improvements were completed; however, work continues on the pumps. Site piping and pavement work continued through the year. With the exception of the influent pumps and W3 pump station, the project will be complete in FY 19-20. The project is expected to be complete in December 2020.

Tri-City WRRF Sodium Hypochlorite Disinfection and W3 System Upgrade - \$2.2 million

The gaseous chlorine disinfection at the TC WRRF was original to the facility and for years was industry standard. Current best practice is to use sodium hypochlorite or ultraviolet light for disinfection. The existing Chlorine Building was retrofitted with a hypochlorite storage and feed system, and the aging sodium bisulfite storage tanks were replaced. At the same time the W3 (plant water) system was upgraded with a new intake, strainer, pumps and controls to improve water quality and system reliability.



82nd Drive Bridge – North Approach - \$2.8 million



This project was 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. The project replaced the north apron of the bridge which had become structurally unsound and provided an additional structural upgrade to the bridge to allow it to provide passage for emergency vehicles after a major storm event. WES worked collaboratively with Clackamas DTD to manage construction. Work on the project was substantially complete in FY 19/20 and will be finalized in Summer 2020.

Tri-City Outfall Project - \$1.3 million

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 buildout conditions if I/I reduction recommended in the CSMP are achieved. The capacity of the existing TC WRRF outfall is approximately 75 MGD and is at capacity. A route study, conceptual design elements and geotechnical exploration for the project were completed in FY19/20.



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.

TABLE 2. TRI-CITY WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	5,582,500	4,641,500	5,037,500	3,340,000	9,725,000	10,355,000	15,400,000	43,857,500
SDC	11,447,500	10,818,500	8,012,500	2,160,000	3,925,000	4,425,000	19,500,000	38,022,500
TOTAL	17,030,000	15,460,000	13,050,000	5,500,000	13,650,000	14,780,000	34,900,000	81,880,000

TABLE 3. KELLOGG CREEK WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	11,250,000	9,002,000	4,800,000	5,100,000	5,100,000	6,000,000	-	21,000,000
SDC	-	-	-	-	-	-	-	-
TOTAL	11,250,000	9,002,000	4,800,000	5,100,000	5,100,000	6,000,000	-	21,000,000

TABLE 4. HOODLAND WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
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

TABLE 5. BORING WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	500,000	6,440	1,000,000	4,000,000	-	-	-	5,000,000
SDC	-	-	-	-	-	-	-	-
TOTAL	500,000	6,440	1,000,000	4,000,000	-	-	-	5,000,000

TABLE 6. FISCHER FOREST PARK WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	-	10,000	200,000	800,000	-	-	-	1,000,000
SDC	-	-	-	-	-	-	-	-
TOTAL	-	10,000	200,000	800,000	-	-	-	1,000,000

¹ FY 19/20 Budget and Estimate column totals reflect only the projects in the FY 20-25 CIP and do not include amounts for projects completed during FY 2019/20

TABLE 7. COLLECTION SYSTEM PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	1,386,000	732,811	9,294,000	11,112,000	11,360,000	6,250,000	3,050,000	41,066,000
SDC	1,614,000	110,811	7,536,000	11,938,000	14,650,000	10,400,000	7,200,000	51,724,000
TOTAL	3,000,000	843,622	16,830,000	23,050,000	26,010,000	16,650,000	10,250,000	92,790,000

TABLE 8. BLUE HERON SITE PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	-	-	-	-	-	-	-	-
SDC	-	-	-	-	-	6,000,000	-	6,000,000
TOTAL	-	-	-	-	-	6,000,000	-	6,000,000

TABLE 9. FLEET SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	1,010,000	472,771	845,000	1,145,000	1,180,000	1,225,000	1,325,000	5,720,000
SDC	-	-	-	-	-	-	-	-
TOTAL	1,010,000	472,771	845,000	1,145,000	1,180,000	1,225,000	1,325,000	5,720,000

TABLE 10. OM ASSET MANAGEMENT PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	800,000	114,215	800,000	800,000	800,000	800,000	800,000	4,000,000
SDC	-	-	-	-	-	-	-	-
TOTAL	800,000	114,215	800,000	800,000	800,000	800,000	800,000	4,000,000

TABLE 11. PUMP STATION PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	450,000	92,529	200,000	200,000	200,000	200,000	200,000	1,000,000
SDC	-	-	-	-	-	-	-	-
TOTAL	450,000	92,529	200,000	200,000	200,000	200,000	200,000	1,000,000

TABLE 12. WATER QUALITY LAB PROJECT SUMMARY

FUNDING SOURCE	FY 19/20 BUDGET ¹ \$	FY 19/20 ESTIMATE ¹ \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	178,000	65,350	23,000	-	60,000	-	-	83,000
SDC	-	-	-	-	-	-	-	-
TOTAL	178,000	65,350	23,000	-	60,000	-	-	83,000

¹ FY 19/20 Budget and Estimate column totals reflect only the projects in the FY 20-25 CIP and do not include amounts for projects completed during FY 2019/20

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 where appropriate 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.

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 may be 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 value they provide.

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 value they provide.

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 value and the results of a 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 value, 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 13. Surface Water Project Budgets by Project Area.

Project Type	Capital Budget, \$ Million				
	20/21	21/22	22/23	23/24	24/25
3-Creeks Water Quality Project	\$ 0.5	\$ 0.5	\$ 1.2	\$ 1.5	\$ -
90 th Ave Water Quality Retrofit	\$ 0.15	\$ -	\$ -	\$ -	\$ -
Carli Creek Water Quality Retrofit	\$ 0.091	\$ 0.042	\$ 0.042	\$ 0.042	\$ -
Detention Pond Repair/Rehab	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1
Red Rose Valley Detention Pipe Repair	\$ 1.2	\$ -	\$ -	\$ -	\$ -
Small Projects – ongoing	\$ 0.1	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Total	\$ 2.141	\$ 0.892	\$ 1.592	\$ 1.892	\$ 0.35

SURFACE WATER PROJECT LIST BY FUNDING SOURCE

TABLE 14. SURFACE WATER PROJECT SUMMARY								
FUNDING SOURCE	FY 19/20 BUDGET \$	FY 19/20 ESTIMATE \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	FY 23/24 PROJECTED \$	FY 24/25 PROJECTED \$	TOTAL FY 20-25 PROJECTED, \$
CONST	920,300	797,500	2,141,500	892,000	1,592,000	1,892,000	350,000	6,867,500
SDC	50,000	-	-	-	-	-	-	-
TOTAL	970,300	797,500	2,141,500	892,000	1,592,000	1,892,000	350,000	6,867,500

APPENDIX A

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:

WES has identified the need to expand and refurbish the solids handling processes at the Tri-City Water Resource Recovery Facility. Project costs 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. The new cogeneration system will provide approximately half of the power required at the facility and provide heat for the process and space heat for several buildings. Construction is expected to be completed in early 2021.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 3,475,000	\$ 3,500,000	\$ 2,275,000					\$ 2,275,000
SDC	\$ 10,425,000	\$ 10,500,000	\$ 6,825,000					\$ 6,825,000
TOTAL	\$ 13,900,000	\$ 14,000,000	\$ 9,100,000					\$ 9,100,000

PROJECT DETAIL

Project Name: Mitigation Landscape for TCSHI and 82nd Drive Bridge Proj **Project Number:** P632293
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 632/639
Project Status: Active

Project Description:

Mitigation is required for both the TCSHI and 82nd Drive Bridge projects for work in the environmental set back area on those projects. The mitigation will consist of prescribed area of habitat restoration on the shore of the Clackamas River near the TC WRRF. A significant portion of the mitigation is due to the TCSHI project.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 7,500	\$ 7,500	\$ 62,500					\$ 62,500
SDC	\$ 22,500	\$ 22,500	\$ 187,500					\$ 187,500
TOTAL	\$ 30,000	\$ 30,000	\$ 250,000					\$ 250,000

PROJECT DETAIL

Project Name:	TC WRRF Liquids Expansion	Project Number:	TBD
Project Subprogram:	Capital Delivery/Tri-City WRRF	Fund:	632/639
		Project Status:	Not 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. The Willamette Facilities Plan (WFP) is underway. The WFP is a planning effort for the TC and KC WRRFs and will define facilities that will be required to provide peak wet and dry weather capacity for the near and long term. This project, yet to be defined, will address the wet weather expansion required to be completed within the next five years. The costs are placeholders and will be better defined upon completion of the Willamette Facilities Plan in 2021. Note that projected flows and project sizing assumes I/I reduction per the CSMP. **Construction of this estimated total \$85M expansion will continue beyond 2025.**

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST				\$ 500,000	\$ 2,000,000	\$ 2,500,000	\$15,000,000	\$20,000,000
SDC				\$ 500,000	\$ 2,000,000	\$ 2,500,000	\$15,000,000	\$20,000,000
TOTAL				\$ 1,000,000	\$ 4,000,000	\$ 5,000,000	\$30,000,000	\$40,000,000

PROJECT DETAIL

Project Name: TC WRRF 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. The capacity of the new outfall will be higher and sufficient except for peak wet weather in future years. Note that projected flows and sizing of the outfall assume I/I reduction per the CSMP.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 1,000,000	\$ 1,014,000	\$ 500,000	\$ 2,340,000	\$ 6,825,000	\$ 6,825,000		\$16,490,000
SDC	\$ 1,000,000	\$ 286,000	\$ 500,000	\$ 660,000	\$ 1,925,000	\$ 1,925,000		\$ 5,010,000
TOTAL	\$ 2,000,000	\$ 1,300,000	\$ 1,000,000	\$ 3,000,000	\$ 8,750,000	\$ 8,750,000		\$21,500,000

PROJECT DETAIL

Project Name: IPS VFDs **Project Number:** P632286
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

The TC WRRF IPS VFDs are at the end of their useful life and will be replaced. Design and construction of the project will span two years.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 500,000	\$ 90,000	\$ 1,000,000					\$ 1,000,000
SDC								
TOTAL	\$ 500,000	\$ 90,000	\$ 1,000,000					\$ 1,000,000

PROJECT DETAIL

Project Name: Process Software (Data Management) **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Not 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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 100,000		\$ 100,000					\$ 100,000
SDC								
TOTAL	\$ 100,000		\$ 100,000					\$ 100,000

PROJECT DETAIL

Project Name: Recoat PCs/Primary Clarifier Refurbishment **Project Number:** P632221
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. There are six primary clarifiers, two of which can be off-line at a time. The plan is to work on two tanks/year.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
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: MBR Cassette Replacement **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Not 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 when the cassettes reach the end of their useful life 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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST						\$ 630,000		\$ 630,000
SDC								
TOTAL						\$ 630,000		\$ 630,000

PROJECT DETAIL

Project Name: WES Administration Building and Lab Remodel **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Not Active

Project Description:

This project is for the rehabilitation of the TC Administration Building and lab for TC and lab staff. The lab, maintenance, and line crew areas are in need of refurbishment or repair.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 500,000	\$ 30,000	\$ 500,000	\$ 500,000	\$ 500,000			\$ 1,500,000
SDC								
TOTAL	\$ 500,000	\$ 30,000	\$ 500,000	\$ 500,000	\$ 500,000			\$ 1,500,000

PROJECT DETAIL

Project Name: Rossman Landfill Mitigation Project **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 632
Project Status: Not Active

Project Description:

Rossman Landfill was to be mitigated as part of the MBR (Membrane Bio-Reactor) Phase 1 construction project but was not constructed. The cost for this project is a placeholder and includes studies to assess methods and schedule for mitigation.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST								
SDC		\$ 10,000	\$ 500,000	\$ 1,000,000			\$ 4,500,000	\$ 6,000,000
TOTAL		\$ 10,000	\$ 500,000	\$ 1,000,000			\$ 4,500,000	\$ 6,000,000

PROJECT DETAIL

Project Name: IPS Discharge Piping Repair **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Not Active

Project Description:

Discharge piping is original to the pump station and is showing signs of corrosion. This project will assess pipe condition and construct repairs.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST			\$ 600,000					\$ 600,000
SDC								
TOTAL			\$ 600,000					\$ 600,000

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$10,000,000	\$ 9,000,000	\$ 2,000,000					\$ 2,000,000
SDC								
TOTAL	\$10,000,000	\$ 9,000,000	\$ 2,000,000					\$ 2,000,000

PROJECT DETAIL

Project Name: KC Secondary Mechanisms and Weirs **Project Number:** TBD
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Not Active

Project Description:

This project will rehab the secondary clarifier mechanisms and level the weirs. There are two clarifiers. One can be off line during dry weather. The tanks will be rehabbed one per year over two years.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 800,000	\$ 2,000	\$ 800,000	\$ 800,000				\$ 1,600,000
SDC								
TOTAL	\$ 800,000	\$ 2,000	\$ 800,000	\$ 800,000				\$ 1,600,000

PROJECT DETAIL

Project Name: Primary Clarifier Floor **Project Number:** TBD
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Not Active

Project Description:

Degradation of the surface of primary clarifier floors was noticed during routine maintenance. This project will repair the concrete floor surface of both tanks, over the next two dry seasons

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST			\$ 800,000	\$ 800,000				\$ 1,600,000
SDC								
TOTAL			\$ 800,000	\$ 800,000				\$ 1,600,000

PROJECT DETAIL

Project Name: Admin Lab **Project Number:** TBD
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Not Active

Project Description:

This project would refurbish the administration building and lunch room at the Kellogg Facility to update restrooms, conference rooms and offices to better accommodate visitors and staff.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 250,000		\$ 500,000					\$ 500,000
SDC								
TOTAL	\$ 250,000		\$ 500,000					\$ 500,000

PROJECT DETAIL

Project Name: IPS Pumps 2 and 4

Project Number: TBD

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Not Active

Project Description:

The Kellogg WRRF Improvements Project replaced Pumps 1 and 3. Engineering for replacement of Pumps 2 and 4 is scheduled for FY 2020-21. This project will complete the refurbishment of the IPS.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST			\$ 500,000	\$ 1,500,000				\$ 2,000,000
SDC								
TOTAL			\$ 500,000	\$ 1,500,000				\$ 2,000,000

PROJECT DETAIL

Project Name: Kellogg WRRF Solids Improvement Project **Project Number:** TBD
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Not Active

Project Description:

Currently, digested sludge from the Kellogg Facility is hauled to, and dewatered at, the Tri-City facility. Dewatered biosolids are hauled to eastern Oregon for beneficial reuse. This project would provide dewatering at the Kellogg Facility with improvements to the digester complex, including updating the biogas utilization system. 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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
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: UV Replacement **Project Number:** TBD
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Not Active

Project Description:

Treated wastewater at the Kellogg Facility is disinfected with ultraviolet (US) light. A chlorination/dechlorination system provides back up and supplemental disinfection. The UV equipment is at the end of it's useful life. This project will provide an evaluation and selection of the most cost effective disinfection system, then provide for design and construction of the recommended system.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST					\$ 600,000	\$ 3,000,000		\$ 3,600,000
SDC								
TOTAL					\$ 600,000	\$ 3,000,000		\$ 3,600,000

PROJECT DETAIL

Project Name: Headworks/Grit Loading Improvements **Project Number:** TBD
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Not Active

Project Description:

The headworks and grit loading systems at Kellogg are original to the 1980s construction of the facility and are in need of an update to provide reliable treatment.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 200,000			\$ 500,000	\$ 1,000,000			\$ 1,500,000
SDC								
TOTAL	\$ 200,000			\$ 500,000	\$ 1,000,000			\$ 1,500,000

PROJECT DETAIL

Project Name: W3 Project **Project Number:** TBD
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Not Active

Project Description:

This project is the replacement of the W3 system at Kellogg for reliability and improved water quality. The replacement was originally included in the Kellogg Improvements project but was deferred due to budget constraints.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST			\$ 200,000					\$ 200,000
SDC								
TOTAL			\$ 200,000					\$ 200,000

PROJECT DETAIL

Project Name: Hoodland Secondary Treatment Upgrade **Project Number:** TBD
Project Subprogram: Capital Delivery/Hoodland WRRF **Fund:** 639
Project Status: Not 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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
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:

The facility is not able to meet its NPDES permit for a significant portion of the year. It cannot meet its ammonia limit for four months in the cold weather months requiring hauling of influent flow to avoid discharge. It cannot meet temperature limits in the summer months during which time on-site irrigation is performed. A Facilities Plan has been prepared for the facility, and recommends the facility be converted to a pump station to convey flow to another facility for treatment. The cost in FY 2020-21 is for design of the pump station and force main and decommissioning of the treatment facility.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 500,000	\$ 6,440	\$ 1,000,000	\$ 4,000,000				\$ 5,000,000
SDC								
TOTAL	\$ 500,000	\$ 6,440	\$ 1,000,000	\$ 4,000,000				\$ 5,000,000

PROJECT DETAIL

Project Name: Renovation Project **Project Number:** P632278
Project Subprogram: Capital Delivery/Fischer Forest Park WRRF **Fund:** 639
Project Status: Active

Project Description:

Fischer's Forest Park is a septic system serving 26 residential customers near Redland. The system was built in 1970 and the system requires renovation. This project will address condition issues identified in 2019 including; rehabilitating the collection system, conveyance lines, manholes and pump station entry points, and replacing gravity conveyance lines and septic tanks. The project will also address deficiencies in the existing drain fields and update the effluent distribution system. When completed, the system will be more resilient, more efficient, and should be capable of providing effective sewer treatment for the foreseeable future. The cost in FY 20/21 is for project design with construction happening in FY 21/22.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST		\$ 10,000	\$ 200,000	\$ 800,000				
SDC								
TOTAL		\$ 10,000	\$ 200,000	\$ 800,000				\$ 1,000,000

PROJECT DETAIL

Project Name: Pipe and Manhole Rehabilitation and Replacement **Project Number:** Various
Project Subprogram: Capital Delivery/Collection System **Fund:** 632/639
Project Status: Active

Project Description:

Sanitary sewer pipe and manholes are 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. This project will also 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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 500,000	\$ 70,811	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,500,000
SDC	\$ 500,000	\$ 70,811	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,500,000
TOTAL	\$ 1,000,000	\$ 141,622	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000

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. The Mount Talbert and Gladstone Area Sanitary Sewer Evaluation Survey (SSES) and I/I Reduction Project are funded by this Program.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST								
SDC	\$ 1,000,000		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000
TOTAL	\$ 1,000,000		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000

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 700 lf of 8" sewer to remove sags or bellies in the pipe which cause maintenance issues.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST		\$ 150,000	\$ 30,000					\$ 30,000
SDC								
TOTAL		\$ 150,000	\$ 30,000					\$ 30,000

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 150,000	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
SDC								
TOTAL	\$ 150,000	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000

PROJECT DETAIL

Project Name: Hoodland Pump Stations Property Acquisition

Project Number: P632232

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

Timberline and Sandy River Lane Pump Stations are located near the Sandy River in a hazard zone. They are in danger if the Sandy River should migrate and need to be relocated. These funds will be used to acquire property for construction of relocated pump stations.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 200,000	\$ 100,000	\$ 100,000					\$ 100,000
SDC								
TOTAL	\$ 200,000	\$ 100,000	\$ 100,000					\$ 100,000

PROJECT DETAIL

Project Name: Timberline Rim and Sandy River Land Pump Stations
with Forcemain

Project Number: P632232

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

Timberline and Sandy River Lane Pump Stations are located near the Sandy River in a hazard zone. They are in danger if the Sandy River should migrate and need to be relocated. These funds will be used to design and construct new pump stations located further away from the Sandy River. **Construction of these improvements are scheduled to occur beyond 2025 unless conditions with the Sandy River require they be constructed earlier. The amount shown is for design only.**

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST		\$ 7,000			\$ 760,000			\$ 760,000
SDC								
TOTAL		\$ 7,000			\$ 760,000			\$ 760,000

PROJECT DETAIL

Project Name: Willamette Interceptor Capacity Upgrade **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632/639
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. The project will be better defined after completion of the Willamette Facilities Plan. **This cost is a placeholder for the beginning of design. Construction of \$6M in improvements is scheduled between 2025 and 2030.**

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST			\$ 250,000	\$ 750,000	\$ 2,150,000	\$ 2,500,000	\$ 2,500,000	\$ 8,150,000
SDC			\$ 250,000	\$ 750,000	\$ 2,150,000	\$ 2,500,000	\$ 2,500,000	\$ 8,150,000
TOTAL			\$ 500,000	\$ 1,500,000	\$ 4,300,000	\$ 5,000,000	\$ 5,000,000	\$16,300,000

PROJECT DETAIL

Project Name: IT3 Pump Station and 30 IN Forcemain

Project Number: TBD

Project Subprogram: Capital Delivery/Collection System

Fund: 632/639

Project Status: Active

Project Description:

The Intertie Pump Station diverts flow in excess of Kellogg WRRF capacity to the Tri-City WRRF. The pump station is at capacity and was constructed so that pump(s) can be added to add capacity. The 30 IN forcemain from the pump station to Tri-City WRRF was partially constructed in past years. This project will complete construction of the forcemain. **The pump station is scheduled for a second expansion between 2025 and 2030.**

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST			\$ 228,000	\$ 912,000				\$ 1,140,000
SDC			\$ 72,000	\$ 288,000				\$ 360,000
TOTAL			\$ 300,000	\$ 1,200,000				\$ 1,500,000

PROJECT DETAIL

Project Name: Rock Creek Interceptor Extension

Project Number: TBD

Project Subprogram: Capital Delivery/Collection System

Fund: 632

Project Status: Not 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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST								
SDC			\$ 1,000,000	\$ 3,500,000	\$ 3,500,000			\$ 8,000,000
TOTAL			\$ 1,000,000	\$ 3,500,000	\$ 3,500,000			\$ 8,000,000

PROJECT DETAIL

Project Name: Emergency Generator for River St PS

Project Number: P632264

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 250,000	\$ 35,000	\$ 250,000					\$ 250,000
SDC								
TOTAL	\$ 250,000	\$ 35,000	\$ 250,000					\$ 250,000

PROJECT DETAIL

Project Name: Clackamas Interceptor Capacity Improvements **Project Number:** P632274
Project Subprogram: Capital Delivery/Collection System **Fund:** 632/639
Project Status: Active

Project Description:

The Clackamas Interceptor has been shown in past studies to be lacking in capacity to serve the current and future service areas. Parts of the interceptor require rehabilitation. A conceptual design has been completed. Work is underway to assess the condition and current and future capacity needs for the Clackamas Interceptor. Improvements along the length of the interceptor will be designed together, then construction will be phased over several years and multiple projects to best meet capacity needs and funding resources. **An additional \$8M of improvements will be required prior to 2030.**

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 100,000	\$ 40,000	\$ 4,700,000	\$ 5,900,000	\$ 5,900,000	\$ 3,200,000		\$19,700,000
SDC	\$ 100,000	\$ 40,000	\$ 4,700,000	\$ 5,900,000	\$ 5,900,000	\$ 3,200,000		\$19,700,000
TOTAL	\$ 200,000	\$ 80,000	\$ 9,400,000	\$11,800,000	\$11,800,000	\$ 6,400,000		\$39,400,000

PROJECT DETAIL

Project Name: Sieben Lane Pump Station Alternatives

Project Number: TBD

Project Subprogram: Capital Delivery/Collection System

Fund: 632/639

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 recently completed collection system master plan determine the Sieben Lane pump station should be maintained and it is not feasible to extend the interceptor. Rose Creek borders the pump station and is undercutting its banks. This project is to do creek restoration to protect the pump station.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 186,000		\$ 186,000					\$ 186,000
SDC	\$ 14,000		\$ 14,000					\$ 14,000
TOTAL	\$ 200,000		\$ 200,000					\$ 200,000

PROJECT DETAIL

Project Name: Linwood Pump Station **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Not 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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST								
SDC					\$ 1,600,000	\$ 3,200,000	\$ 3,200,000	\$ 8,000,000
TOTAL					\$ 1,600,000	\$ 3,200,000	\$ 3,200,000	\$ 8,000,000

PROJECT DETAIL

Project Name: Blue Heron Treatment Facilities

Project Number: TBD

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST								
SDC						\$ 6,000,000		\$ 6,000,000
TOTAL						\$ 6,000,000		\$ 6,000,000

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 700,000	\$ 297,539	\$ 500,000	\$ 900,000	\$ 930,000	\$ 1,020,000	\$ 965,000	\$ 4,315,000
SDC								
TOTAL	\$ 700,000	\$ 297,539	\$ 500,000	\$ 900,000	\$ 930,000	\$ 1,020,000	\$ 965,000	\$ 4,315,000

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 310,000	\$ 175,232	\$ 345,000	\$ 245,000	\$ 250,000	\$ 205,000	\$ 360,000	\$ 1,405,000
SDC								
TOTAL	\$ 310,000	\$ 175,232	\$ 345,000	\$ 245,000	\$ 250,000	\$ 205,000	\$ 360,000	\$ 1,405,000

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 800,000	\$ 114,215	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 4,000,000
SDC								
TOTAL	\$ 800,000	\$ 114,215	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 4,000,000

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 450,000	\$ 92,529	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
SDC								
TOTAL	\$ 450,000	\$ 92,529	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000

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 19/20 BUDGET	FY 19/20 ESTIMATE	FY 20/21 BUDGET	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 178,000	\$ 65,350	\$ 23,000		\$ 60,000			\$ 83,000
SDC								
TOTAL	\$ 178,000	\$ 65,350	\$ 23,000		\$ 60,000			\$ 83,000

APPENDIX B

PROJECT DETAIL

Project Name: 3-Creeks Water Quality Project

Project Number: TBD

Project Subprogram: Watershed Protection

Fund: 649

Project Status: Active

Project Description:

WES owns the 3-Creeks Natural Area where Mt. Scott, Phillips and Deer (Dean) Creeks come together on 89 acres in Northern Clackamas County. WES is planning a project to enhance floodplain processes and the existing natural floodplain area, construct wetlands and floodplain terraces to increase flood storage, improve fish and wildlife habitat, restore wetlands, and restore natural floodplain function. The project will improve the creek’s water quality by allowing sediments in high water to settle onto the floodplain, and by restoring floodplain processes such as filtration and infiltration. FY 2020-21 work includes pre-design work, permitting, and community involvement.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 50,000		\$ 500,000	\$ 500,000	\$ 1,200,000	\$ 1,500,000		\$ 3,700,000
SDC								
TOTAL	\$ 50,000		\$ 500,000	\$ 500,000	\$ 1,200,000	\$ 1,500,000		\$ 3,700,000

PROJECT DETAIL

Project Name: 90th Ave Water Quality Retrofit

Project Number: TBD

Project Subprogram: Watershed Protection

Fund: 649

Project Status: Active

Project Description:

WES has partnered with Clackamas County Transportation for the completion of a water quality retrofit project as part of the SE 90th Ave road reconstruction project. The project will add water quality treatment to an area that currently has no treatment.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST			\$ 150,000					\$ 150,000
SDC								
TOTAL			\$ 150,000					\$ 150,000

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:

WES constructed the Carli Creek regional water quality facility to remove pollutants in runoff from developed industrial lands in the Clackamas Industrial Area. The project redirected urban runoff through a newly constructed treatment wetland to reduce negative impacts of high storm flows and pollutants in the creek and restored nearly 1,700 linear feet of critical salmon and steelhead rearing habitat. The project was constructed between summer 2017 and 2019. Ongoing work includes monitoring and establishment, both to meet permit requirements and to ensure the facility is functioning as intended. Tasks include irrigation, weed management, interplanting, removing/managing sediment, managing water flow, vegetation monitoring and statistical analyses, photo-point monitoring, stream surveys, and writing/submitting reports as per permit protocols.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 75,000	\$ 200,000	\$ 91,500	\$ 42,000	\$ 42,000	\$ 42,000		\$ 217,500
SDC								
TOTAL	\$ 75,000	\$ 200,000	\$ 91,500	\$ 42,000	\$ 42,000	\$ 42,000		\$ 217,500

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 19/20 BUDGET	FY 19/20 ESTIMATED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 100,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
SDC								
TOTAL	\$ 100,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000

PROJECT DETAIL

Project Name: Red Rose Valley Detention Pipe Repair

Project Number: TBD

Project Subprogram: Watershed Protection

Fund: 649

Project Status: Active

Project Description:

This project includes design and construction work to repair a large detention pipe that collapsed in 2020. The work may entail a range of options, including a spot repair of the pipe to full pipe replacement.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST		\$ 25,000	\$ 1,200,000					\$ 1,200,000
SDC								
TOTAL		\$ 25,000	\$ 1,200,000					\$ 1,200,000

PROJECT DETAIL

Project Name: Small Projects **Project Number:** Various
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

Small Projects include small drainage and retrofit projects that restore or enhance the functional capacity of the storm system. Projects may include work to improve drainage issues when flooding is caused by WES owned stormwater infrastructure, installing small low impact development facilities such as rain gardens as retrofits, and repairs to infrastructure such as previously-installed restoration projects.

Project Costs:

FUNDING SOURCE	FY 19/20 BUDGET	FY 19/20 ESTIMATED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	FY 23/24 PROJECTED	FY 24/25 PROJECTED	TOTAL FY 20-25 PROJECTED
CONST	\$ 100,000	\$ 20,000	\$ 100,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,100,000
SDC								
TOTAL	\$ 100,000	\$ 20,000	\$ 100,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,100,000



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