

AGENDA

Thursday, January 20, 2022 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2022-04

Updated: Added III, IV, and V

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Updates**

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

- A. Approval of Board Order _____ for the Annexation to Clackamas County Service District No. 1 – CL-21-007
- B. Approval of Board Order _____ for the Annexation to Clackamas County Service District No. 1 – CL 21-008
- C. Consideration of a Petition for the formation of a Special District under ORS Chapter 266 to be called the Hoodland Park District – Continued (J. Munns)

II. BOARD DISCUSSION

- A. Supportive Housing Services Master Intergovernmental Agreement

III. *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. County Counsel

- 1. Approval of a settlement agreement in the case of Estate of Bryan Perry v. Clackamas County et al. Total agreement is \$300,000 funded by the County Risk Fund, some of which is County General Funds.

B. Health, Housing and Human Services

- 1. Approval of a Contract with LifeWorks NW for Early Assessment and Support Alliance (EASA) Services. Maximum contract value not to exceed \$1,397,100.24. Funding through State of Oregon, Community Mental Health Program funds. No County General Funds are involved.
– Behavioral Health

2. Approval of Amendment #03 to a Contract with Julie Wood, LCSW for Involuntary Commitment Program Court Examiner Services. Amendment adds \$6,000 to Contract, increasing the maximum value to \$39,000. Funded through County General Funds – Behavioral Health
3. Approval of Amendment #03 to a Contract with Northwest Family Services for Drug and Alcohol Pre-Engagement and Prevention Activities. Amendment adds \$51,140.07 to Contract, increasing the maximum value to \$204,560.30. Funds through the State of Oregon, Oregon Health Authority. No County General Funds involved – Behavioral Health
4. Approval of Amendment #02 to a Contract with The Inn, Home for Boys dba True Housing for Alcohol- and Drug-Free Housing. Amendment adds \$23,250 to the Contract, increasing the maximum contract value to \$93,000. Funding through the State of Oregon, Oregon Health Authority. No County General Funds involved – Behavioral Health

C. Finance Department

1. Approval to accept an amendment to the grant award from the State of Oregon, acting by and through the Oregon Military Department for FEMA 45-62-DR-OR Wildfire Declaration and Straight-Line Winds. This amendment increases the reimbursement rate from 75% to 100% for the period of 9/11/20 to 10/10/20. Funded through FEMA and administered by Oregon Emergency Management. No County General Funds are involved.

D. Disaster Management

1. Approval of a Cooperation Agreement between Clackamas County and Portland General Electric for using FEMA Grants Funds in Partnership for the Mt. Hood Corridor Resilience Project. Funded through FEMA 2021 Building Resilient Infrastructures for Communities (BRIC) Grant. No County General Funds are involved.
2. Approval of Maintenance Assurance Letter for Federal Emergency Management Agency (FEMA) 2021 Building Resilient Infrastructure and Communities (BRIC) Grant with Portland General Electric. No direct fiscal impact.

E. Transportation and Development

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation for the Use of Bailey Bridge Components as Temporary Detour Structure. Total Project Estimate \$942,000. Total Reimbursement from Intergovernmental Agreement \$14,000 funded through the Damascus Roads Fund. No County General Funds are involved.
2. Authorization to Purchase Seventeen (17) 2021 Dodge Durango Pursuit AWD vehicles from Withnell Motor Company through the State of Oregon Contract #1651 for the Clackamas County Sheriff's Office. Total Purchase Value is \$594,449.54 funded through budgeted County General Funds (CCSO budget).

IV. *NORTH CLACKAMAS PARKS & RECREATION DISTRICT 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. 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. This Addendum extends the lease through June 30, 2023. Lease revenue in FY 21-22 is \$134,040 and increases 5% annually. Funded by Cascade Heights Charter School. No County General Funds are involved.

V. *WATER ENVIRONMENT SERVICES 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. Approval of a Resolution Allowing the Reduction of Interest Collected on Certain Existing Assessment for Water Environment Services. Resolution will allow a write-down of approximately \$9,528.75 in uncollected interest, subject to the exact timing of repayment. Funded through WES monthly service charge revenues. No County General Funds are involved.

VI. 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.)*

Please note, the ideas expressed during public communication do not necessarily reflect the ideas or beliefs of Clackamas County or the Board of County Commissioners.

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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



OFFICE OF COUNTY COUNSEL

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Sarah Foreman
Assistants

January 20, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County Service District No. 1

Purpose/Outcomes	Conduct Public Hearing/Approve Order for CL 21-007
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Counsel Review	1/4/2022 JM
Procurement Review	Item is an Approval of Annexation not subject to procurement review
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Jeff Munns, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 21-007 is a proposed annexation to Clackamas County Service District No. 1 ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Notice posted online (<https://www.clackamas.us/meetings/bcc/business/2022-1-20>); 3) Published notice twice in the Clackamas County Review; 4) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.855, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 0.39 acres, one single family dwelling and is valued at \$400,000.

REASON FOR ANNEXATION

The property owner desires sewer and stormwater services from the Service District to serve the existing development.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plans as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-21-007, annexation to Clackamas County Service District No. 1.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving a
Boundary Change Proposal No.
CL 21-007



Order No. _____

This matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

It further appearing that this matter came before the Board for public hearing on January 20, 2022 and that a decision of approval was made January 20, 2022;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 21-007 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of January 20, 2022.

ADOPTED this 20th day of January, 2022.

BOARD OF COUNTY COMMISSIONERS

Tootie Smith, Chair

Chanin Bays, Clerk to the Board

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 0.39 acres, 1 single family dwelling and is valued at \$400,000.
2. The property owner desires sewer and stormwater services from the Service District to serve the existing development.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership (“WES”) as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

4. Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:
 1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
 2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
 3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

¹ A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plans as stated in the findings below. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

5. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and

urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

6. The PUBLIC FACILITIES AND SERVICES Element of the County Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

7. The territory is inside the City of Happy Valley and its land use plan designation is Low Density Residential. It retains the old County zoning designation of RRFF-5 (Rural Residential Farm Forest – 5 acre minimum).
8. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
9. WES, as the service provider for the District, has an 8-inch sewer line in SE 172nd that can serve the property.
10. The Sunrise Water Authority serves the site from lines in SE 172nd Avenue.
11. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff’s Department for service.
12. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 4 & 8 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services are available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 9. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT 'B'

LEGAL DESCRIPTION

13 E 31C

S.W.1/4 SEC.31 T.1S. R.3E. W.M.
CLACKAMAS COUNTY

LOT 49, BLOCK 2, PLEASANT VALLEY GOLF ESTATES, IN THE COUNTY OF CLACKAMAS AND STATE OF
OREGON.

S.W. 1/4 SEC. 31 T.1S. R.3E. W.M.
 CLACKAMAS COUNTY

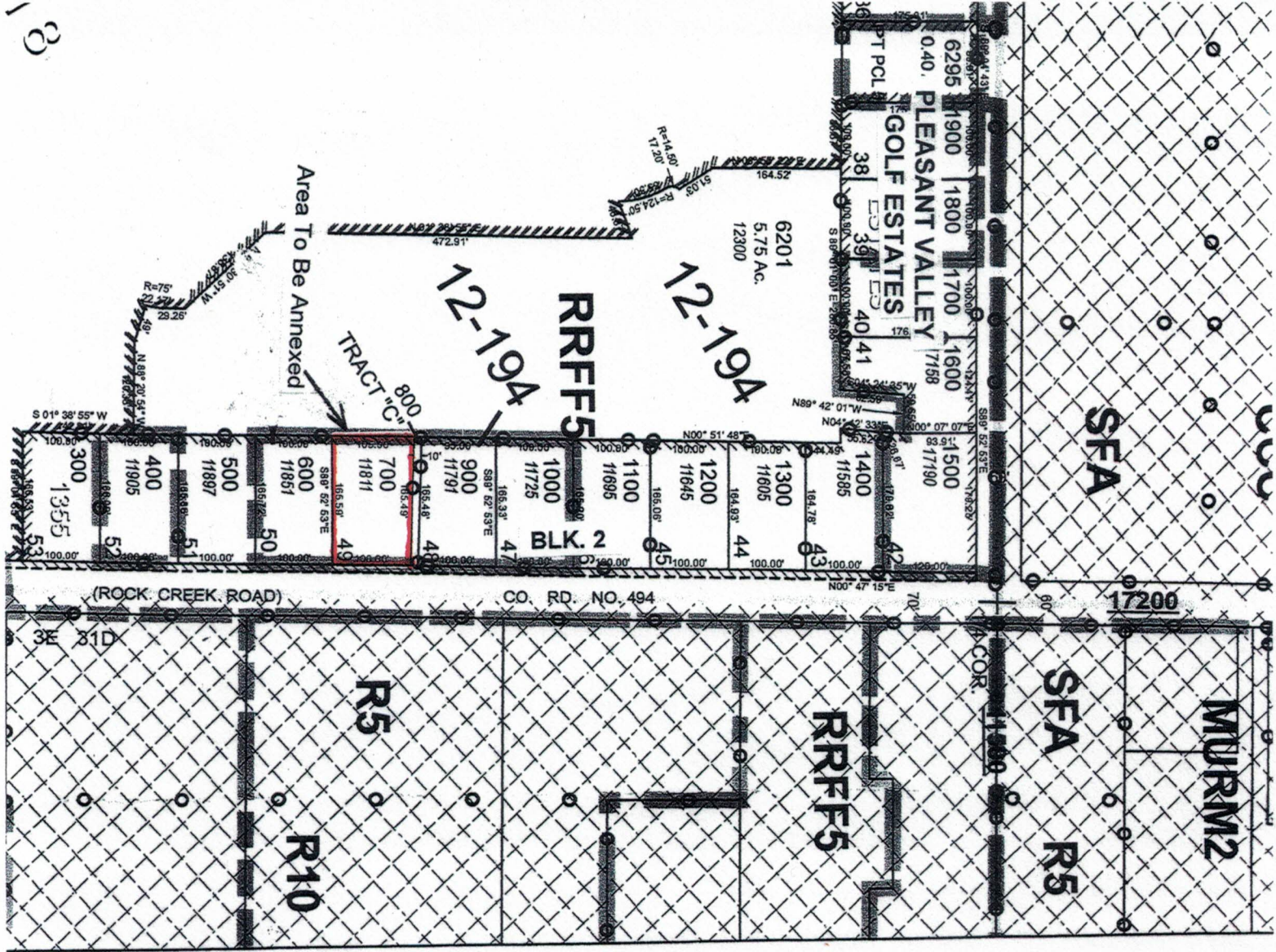
1" = 200'

Cancelled Taxlots

- 101
- 5800
- 200
- 2000
- 301E1
- 5900
- 6200
- 6201E1

EXHIBIT C
 Revised 12-06-21

- Parcel Boundary
- - - Private Road ROW
- - - Historical Boundary
- +— Railroad Centerline
- TaxCodelines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/4th 1 ina





OFFICE OF COUNTY COUNSEL

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Sarah Foreman
Assistants

January 20, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County Service District No. 1

Purpose/Outcomes	Conduct Public Hearing/Approve Order for CL 21-008
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Counsel Review	1/4/2022 JM
Procurement Review	Item is an Approval of Annexation not subject to procurement review
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Jeff Munns, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 21-008 is a proposed annexation to Clackamas County Service District No. 1 ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Notice posted online (<https://www.clackamas.us/meetings/bcc/business/2022-1-20>); 3) Published notice twice in the Clackamas County Review; 4) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.855, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 1.0 acres, one single family dwelling and is valued at \$146,333.

REASON FOR ANNEXATION

The property owner desires sewer and stormwater services from the Service District to serve the existing development.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plans as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-21-008, annexation to Clackamas County Service District No. 1.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving a
Boundary Change Proposal No.
CL 21-008



Order No. _____

This matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

It further appearing that this matter came before the Board for public hearing on January 20, 2022 and that a decision of approval was made January 20, 2022;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 21-008 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of January 20, 2022.

ADOPTED this 20th day of January, 2022.

BOARD OF COUNTY COMMISSIONERS

Tootie Smith, Chair

Chanin Bays, Clerk to the Board

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 1.0 acres, 1 single family dwelling and is valued at \$146,333.
2. The property owner desires sewer and stormwater services from the Service District to serve the eventual redevelopment of the property with a new single family dwelling following the construction of a new roundabout at the intersection of SE 172nd and Scouters Mountain Road.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership (“WES”) as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

4. Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:
 1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
 2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
 3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:

¹ A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

- (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plans as stated in the findings below. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

5. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

6. The PUBLIC FACILITIES AND SERVICES Element of the County Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
7. The territory is inside the City of Happy Valley and its land use plan designation/zoning is Mixed Use Residential Multifamily (MUR-M2).
8. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
9. WES, as the service provider for the District, has a sewer line in SE 172nd that can serve the property.
10. The Sunrise Water Authority serves the site from lines in SE 172nd Avenue.
11. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department for service.
12. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 4 & 8 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any “applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services.” The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services are available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 9. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.



EXHIBIT A

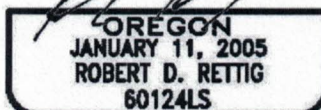
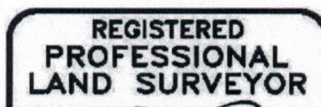
Description

A tract of land and a portion of right-of-way, located in the Northeast One-Quarter of Section 31, Township 1 South, Range 3 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 31, also being on the centerline of SE 172nd Avenue; thence along said centerline, South $01^{\circ}35'57''$ West 2149.99 feet to the westerly extension of the north line of Document Number 2021-041468, Clackamas County Deed Records; thence along said westerly extension, South $89^{\circ}14'46''$ East 30.00 feet to the northwest corner of said deed, and the Point of Beginning; thence along the north line of said deed, South $89^{\circ}14'46''$ East 116.32 feet to the northwesterly corner of Document Number 2021-041635, Clackamas County Deed Records; thence along the north line of said deed, South $89^{\circ}14'46''$ East 239.68 feet to the northeast corner of said deed; thence along the easterly line of said deed the following three (3) courses: South $01^{\circ}35'57''$ West 59.00 feet, North $89^{\circ}14'46''$ West 86.00 feet, South $01^{\circ}35'57''$ West 85.98 feet to the most southerly southeasterly corner of said deed; thence along the south line of said deed, North $89^{\circ}14'46''$ West 255.62 feet to the southerly southeasterly corner of said Document Number 2021-041468; thence along the south line of said deed, North $89^{\circ}14'46''$ West 10.38 feet to the southwest corner of said deed; thence along the west line of said deed, North $01^{\circ}35'57''$ East 144.98 feet to the Point of Beginning.

The above described tract of land contains 1.00 acre (43,634 square feet), more or less.

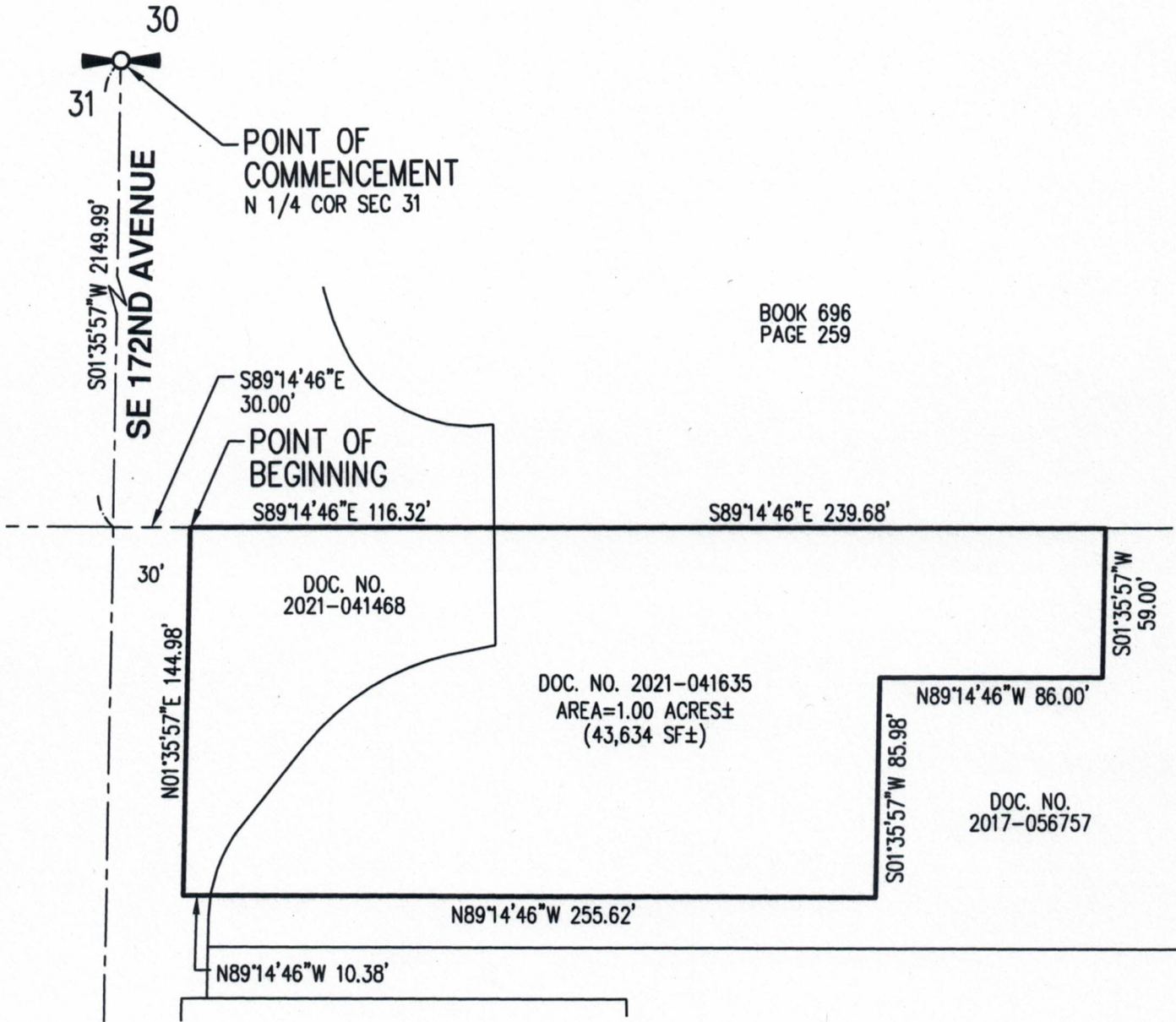
9/22/2021



OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS
RENEWS: 12/31/22

EXHIBIT B

A TRACT OF LAND AND A PORTION OF RIGHT-OF-WAY,
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 31,
 TOWNSHIP 1 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN,
 CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON



BOOK 696
PAGE 259

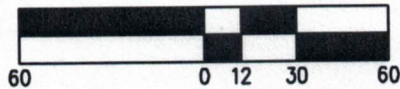
9/22/2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR

PLEASANT VALLEY DEVELOPMENT, LLC
 604 W EVERGREEN BLVD
 VANCOUVER, WA 98660

SCALE: 1" = 60 FEET



OREGON
 JANUARY 11, 2005
 ROBERT D. RETTIG
 60124LS

RENEWS: 12/31/22

DESCRIPTION MAP

AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD, STE 100
 TUALATIN, OR 97062
 503.563.6151 WWW.AKS-ENG.COM



EXHIBIT
B

DRWN: WCB
CHKD: RDR

AKS JOB:
4324



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
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Assistants

January 6, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Consideration of a Petition for the formation of a Special District under
ORS Chapter 266 to be called the Hoodland Park District

Purpose/Outcome	To hold a public hearing and to approve, modify, or reject a petition for formation.
Dollar Amount and Fiscal Impact	A predicted rate of \$0.57 per \$1,000, up to a maximum of \$0.67 per \$1000, of assessed value on real property within the proposed boundary of the special district.
Funding Source	Property within proposed boundary of the special district. No general funds are involved.
Duration	Permanent if approved.
Previous Board Action/Review	No previous action.
Strategic Plan Alignment	Building public trust through good government.
Counsel Review	December 22, 2021
Procurement Review	No, item is for a public hearing.
Contact Person	Jeffrey D. Munns, Assistant County Counsel. 503-742-5984

BACKGROUND:

A Petition for formation of the Hoodland Park District under ORS Chapter 266 has been filed for consideration at a public hearing by the Clackamas County Board of Commissioners. The petition is attached as Exhibit 1.

SCOPE OF REVIEW:

The Board of County Commissioners' role in the formation of a new parks and recreation district under ORS Chapter 266 is limited to conducting the public hearing and determining, in accordance with ORS 199.462, whether the area could be benefited by the formation of the district.

REQUIREMENTS TO HOLD PUBLIC HEARING:

In order to hold the public hearing to consider the petition the Petitioners must follow the process prescribed in the Oregon District Boundary Procedures Act. ORS 198.705 to 198.955. Among other requirements, a petition must set forth a description of the boundaries of the territory proposed to be included in the district. The requirements for filing a petition are found in ORS 198.765. A petition must be filed with a security deposit or bond, as required by ORS 198.775, and an economic feasibility statement pursuant to ORS 198.749. If a permanent tax rate limit for the operating funds of the district is required or is otherwise sought by petitioners, this statement forms the reasoning for the proposed permanent tax rate limit. ORS 198.749 and .750(1)(g). See Exhibit 1.

Prior to circulating a petition among landowners, the petitioner must first file a prospective petition with the County Clerk. ORS 198.748. This was completed on October 22, 2021. Exhibit 2.

Completed petitions are filed with the County Clerk. ORS 198.675. Upon filing, the petition must be accompanied by the economic feasibility statement required by ORS 198.749. A Petitioner also must include a security deposit or bond, as required at the time of filing by the County. See ORS 198.775. This petition for formation of a district includes a proposed permanent rate limit for the operating taxes of the district, therefore the petition must be filed not later than one hundred eighty (180) days before the date of the next May or November election at which a vote on the question of formation will take place. ORS 198.675(1). The Petition was filed on November 18, 2021. This date is 180 days before the May 17, 2022 election.

Once the petition is filed, the County Clerk has ten (10) days from the date the petition is received to determine whether it has been signed by the requisite number of qualified signers. If there are a sufficient number of signatures, the petition shall be filed by the Clerk and referred to the County Commission for a hearing on formation of the proposed district. A petition cannot be filed unless the Clerk certifies that the signatures of all signers of the petition have been compared with the appropriate records, that the number of qualified signers appearing on the petition has been ascertained, and that the petition is signed by the requisite number of qualified signers. ORS 198.765(2) and (3). The County Clerk cannot accept a petition for filing unless the signatures thereon have been secured within six (6) months of the date on which the first signature on the petition was obtained. See ORS 198.765(1). The County Clerk has certified that an adequate number of signatures have been received. The Certification is attached as Exhibit 3.

HEARINGS PROCESS AND CRITERIA:

As stated above the role of the Board of County Commissioners when presented with a petition for formation of a new district is to conduct a public hearing and to determine, in accordance with ORS 199.462, whether the area could be benefited by the formation of the district. The County Commission's only options are to approve, modify or reject the petition based upon the evidence received and the criteria to be applied. ORS 198.810(1).

On or before the date set for any hearing on the petition, any person interested in the proposed formation of a special district may appear and present written statements for or

against granting of the petition. At the hearing on the petition for formation, the County Commission may receive oral or written testimony in favor of or opposing formation. Any written statement objecting to the formation must clearly identify the error, omission or defect that is the basis for the objection. If the written objection is not timely filed, the objection is considered waived.

Upon conclusion of the hearing, the County Commission must evaluate the petition by applying the criteria in ORS 199.462, which requires consideration of the local comprehensive planning for the area, economic, demographic and sociological trends and projections pertinent to the proposal, past and prospective physical development of land that would directly or indirectly be affected by the proposed district and the statewide goals. See ORS 198.805 and .810(1). ORS 199.462 also incorporates portions of 199.464, 199.410 and the statewide goals adopted pursuant to ORS 197.225. Statewide Goal 8 is attached as Exhibit 4.

The pertinent portions of the County Comprehensive plan are Chapters 9 (Open Space, Parks and Historic Sites) and 10 (Mt. Hood Community Plan). These chapters are attached for your reference as Exhibits 5 and 6 respectively. There are a number of maps and tables within the comprehensive plan that are wither wholly or partially within the proposed district boundary:

1. Map 3-01b Principal River Conservation Area Sandy-Salmon River Design Plan. Exhibit 7;
2. Map 3-02 Scenic & Distinctive Resource Areas surrounding the Sandy and Salmon Rivers. Exhibit 8;
3. Map 4-07b Mt Hood Corridor Land Use Plan. Exhibit 9;
4. Map 5-1 Scenic Roads contains the Mt. Hood Scenic Byway. Exhibit 10;
5. Map 5-11b Capital Improvement Plan (East County). Exhibit 11;
6. Tables 5-3a-d; See Comprehensive Plan;
7. Map 10-MH-01 Resource Protection Open Space (Zig Zag Village and Rhododendron). Exhibit 12;
8. Map 10-MH-02 Resource Protection Open Space (Wemme-Welches). Exhibit 13;
9. Map 10-MH-03 Resource Protection Open Space (Wildwood-Timberline). Exhibit 14;
10. Map 10-MH-04 Government Camp Village Plan Land Use Plan & Boundary. Exhibit 15;
11. Map 10-MH-05 Government Camp Village Plan Resource Protection Open Space. Exhibit 16; and,
12. Map 10-MH-06 Government Camp Village Plan Recreation Trails and Facilities. Exhibit 17.

The County has entered into a Memorandum of Understanding (MOU) with the Hoodland Women's Club, Inc., a nonprofit corporation for the transfer of four properties upon the successful formation of a Park District. Exhibit 18. The four properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower- Map 37E04 00903 (5.14 acres), and the Hunchback Strip - Map 37E04 00904 (10.62 acres). This MOU has been amended and remains in effect through May 31, 2022 at this time. Exhibit 19.

The County Commission may modify the boundaries of the proposed district to include or exclude territory considering the benefit the proposed district will have to territory in or outside of the proposed district. The County Commission may not modify the boundaries to exclude land that could be benefited by the district formation and may not include land that will not be benefited. If the County Commission determines that land has been improperly omitted from the proposed district and the owner has not appeared, the County Commission must continue the hearing and order notice to be given to the non-appearing owner in the manner provided by ORS 198.805.

The County Commission may adjourn this public meeting to allow for additional testimony, evidence to be received, or if required additional notice to be sent. However, the public hearing must be completed within four weeks from the initial date of the hearing. ORS 198.805(1).

At the conclusion of the hearing the Commission must determine after review of the evidence and testimony received if the petition should be approved, modified, or rejected based upon the application of the criteria contained in ORS 199.462. A draft Order is attached for reference. Exhibit 20. Should the petition be approved as presented, or as modified, the matter will be placed on the May 17, 2022 ballot for consideration by the voters within the proposed new district.

If a majority vote favors formation of the district, the Commission will adopt an order creating the district. After the date of the formation order, the inhabitants of the territory within the new district become a municipal corporation with all the powers conferred by the Principal Act. The new district pays the costs of forming the district and the County refunds the cash deposit or other form of security to the chief petitioner(s) who posted the security with the County.

If a majority votes against formation of the special district, the County Commissioners must adopt an order dismissing the petition. The County Clerk will reimburse the County for the costs of the attempted formation from the security deposit or other form of security posted by the chief petitioner(s) and refunds any remaining portion of the security deposit to the chief petitioner(s). If the costs of the attempted formation exceed the amount of the deposit, the chief petitioners must pay the amount of the excess costs.

OPTIONS:

1. Approve the Petition and enter an Order to hold an election; or
2. Modify the Petition and enter an Order to hold an election; or
3. Reject the Petition and enter an Order dismissing the Petition.

Respectfully submitted,

Jeffrey D. Munns
Assistant County Counsel

**BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY, OREGON**

PETITION FOR THE FORMATION OF A SPECIAL DISTRICT

Pursuant to ORS 198.705 to 198.755, the signatories hereto petition the Board of County Commissioners of Clackamas County to initiate proceedings for the formation of a special district to be called the Hoodland Park District. The nature of the proposed special district is a parks and recreation district organized under ORS Chapter 266 for the purpose of developing, managing and operating certain park areas and structures for the express purpose of providing the public with unique recreational activities within the district.

The Only Affected County is Clackamas County, which is therefore the principal county as defined in ORS 198.705.

The affected districts, as defined in ORS 198.705, and the principal Acts thereof, are as follows:

DISTRICT	PRINCIPAL ACT ORS Chapter:
Hoodland Fire #74	478
Clackamas County Vector Control	452
Port of Portland	778
Mt. Hood Community College	332
Oregon Trail School District	332
ESD Clackamas	334
County Soil & Water Conservation	568
San 2 Gov Camp	450
County Service District for Government Camp Village	451
County Extension + 4H	451
County Library	357
Urban Renewal County	457

The Boundary for the proposed special district is described in **Exhibit 1**. The territory in the proposed special district is inhabited.

The proposed special district will be managed by a seven person board of directors to be elected at large by registered voters within the special district.

The proposed permanent tax rate to support the services and functions of the proposed special district in the manner described in the economic feasibility statement required by ORS 198.749 is \$0.67 (67 cents) per thousand dollars of assessed value of real property within the proposed special district.

Formation of the proposed park district will meet the necessary conditions set by Clackamas

County for the conveyance of four parcels of approximately 20 acres. All parcels are located on Salmon River Rd., Welches, Oregon 97067. Said parcels include the former location of the Dorman Center and the current location of the Community Gardens. Approximately 4 acres directly across the street from the Welches School complex will be dedicated to the first community park. This park will be constructed with the same and or similar layout and amenities as set forth in the feasibility study as **Exhibit A**.

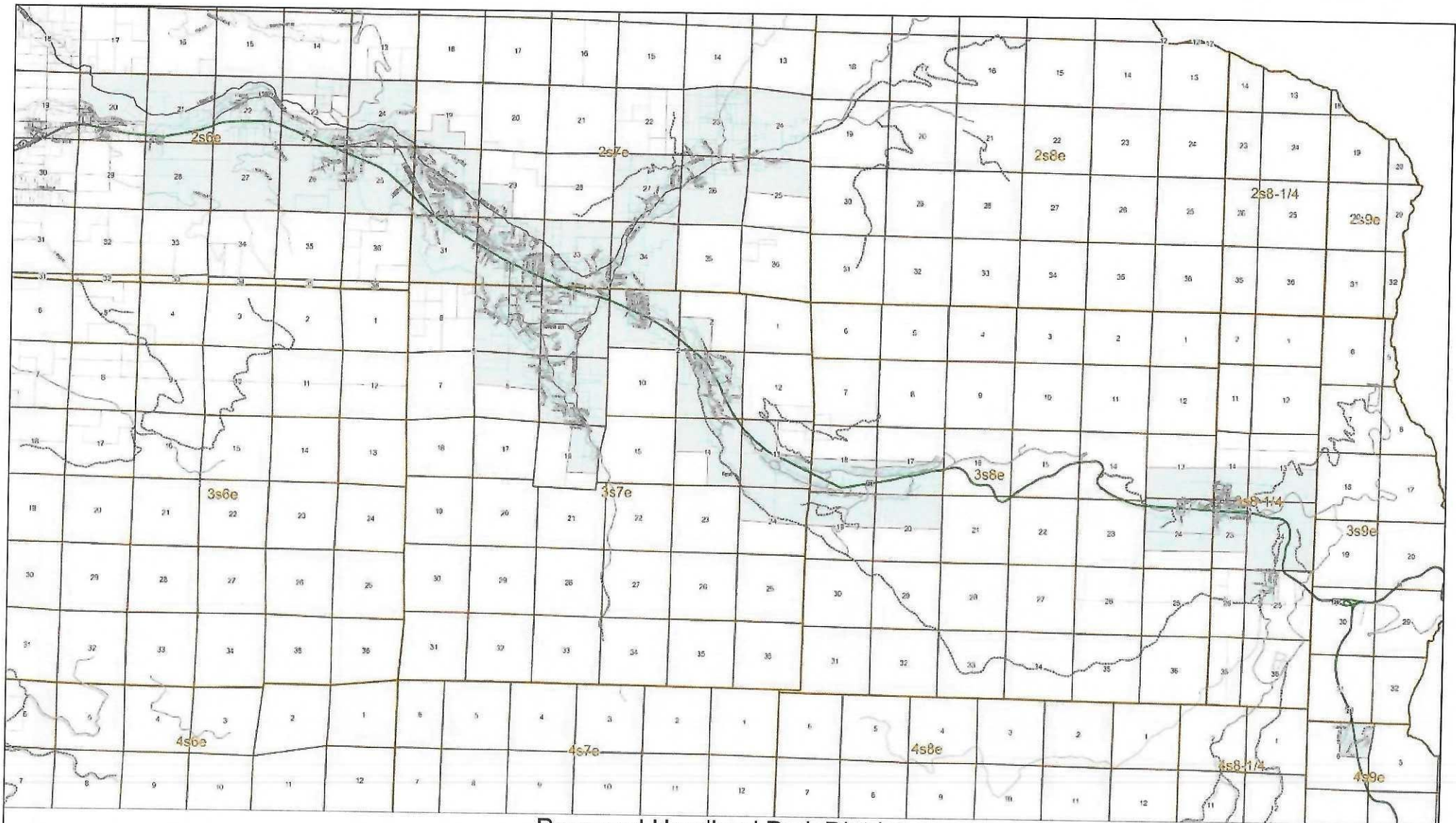
We the undersigned individuals affirm under penalty of perjury that we are the Chief Petitioners and are authorized to sign this Petition for Formation of a Special District and that all statements in this Petition are accurate to the best of our knowledge.

Oct 22, 2021
Date

Bonnie Hayman
Bonnie Hayman

Oct. 22, 2021
Date

Marci Slater
Marci Slater



Proposed Hoodland Park District

Districts
 Hoodland Park District

Sections
 Townships

This map is intended to correctly show the proposed boundary of the Hoodland Park District. The map is an abridgment to the legal description of the proposed district's boundary submitted to the Clackamas County Assessor's Office and Oregon Department of Revenue. Please submit any questions about the proposed boundary to the Hoodland Recreation District Committee.



**Hoodland Park District
Property Description**

Said property described by using United States Public Lands Survey System by township and range and the included sections, quarter-sections and quarter-quarter sections or the portions of said section, quarter-section, quarter-quarter section within each township and range identified. All Townships are located in the Willamette Meridian, Clackamas County, Oregon.

1. Within Township 2 South, Range 6 East:

Section 20: excepting all property South of the north bank ordinary high water mark of the Sandy River;

Section 21; All

Section 22; All

Section 23; the Northwest quarter and the Northeast quarter of the Northwest quarter of section 23; The Northwest quarter, the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 23; All of the Southwest quarter of Section 23 that is South of the south bank ordinary high water mark of the Sandy River; That portion of the Northwest quarter of the Southeast quarter of Section 23 that is South of the south bank ordinary high water mark of the Sandy River; and the Southwest quarter and the Southeast quarter of the Southeast Quarter of Section 23.

Section 24; All

Section 25; All

Section 26; All

Section 27; All

Section 28; All

2. Within Township 2 South, Range 7 East:

Section 19; the Southwest quarter section; excepting therefrom the Northwest quarter-quarter section of the Southwest quarter section of Section 19, and the Southwest quarter-quarter section of the Southeast quarter section of Section 19.

Section 23; All

Section 24; All

Section 25; the Northeast quarter section and the Northwest quarter section of Section 25

Section 26; All

Section 27; All

Section 29; the Southwest quarter section of Section 29.

Section 30; All

Section 31; All

Section 32; All

Section 33; All

Section 34; All

3. **Within Township 3 South, Range 7 East:**

Section 2; the Southwest quarter of Section 2.

Section 3; All

Section 4; All

Section 5; All

Section 8; the Northwest quarter section and the Northeast quarter section of Section 8.

Section 9; All

Section 11; All

Section 13; excepting therefrom the Northeast quarter section of Section 13.

Section 14; excepting therefrom the Southwest quarter section of Section 14.

Section 16; the Northeast quarter section of Section 16, and the Northeast quarter-quarter section and Northwest quarter-quarter section of the Southeast quarter section of Section 16.

Section 24; the Northeast quarter section and the Northwest quarter section of Section 24.

4. **Within Township 3 South, Range 8 East:**

Section 13; the Southeast quarter section and Southwest quarter section of Section 13;

Section 17; the Southeast quarter section and Southwest quarter section of Section 17.

Section 18; the Southeast quarter section and Southwest quarter section of Section 18.

Section 19; the Northeast quarter section and Northwest quarter section of Section 19.

Section 20; the Northeast quarter section and Northwest quarter section of Section 20.

Section 24; the Northeast quarter section and Northwest quarter section of Section 24; the Northeast quarter-quarter section and the Northwest quarter-quarter Section of the Southeast quarter of section of Section 24; the Northeast quarter-quarter section and the Northwest quarter-quarter section of the Southwest quarter of Section 24.

5. **Within Township 3 South, Range 8Q:**

Section 13; The Southeast quarter section and Southwest quarter section of Section 13;

Section 14; the Southeast quarter section and Southwest quarter section of Section 14;

Section 23; the Northeast quarter section and Northwest quarter section of Section 23; the Northeast quarter-quarter section and the Northwest quarter-quarter section of the Southeast quarter section of Section 23; the Northeast quarter-quarter section and the Northwest quarter-quarter section of the Southwest quarter section of Section 23.

Section 24; All

Section 25; the Northeast quarter section and Northwest quarter section of Section 25.

6. **Within Township 4 South, Range 9 East:**

Section 6; The Northeast quarter section of Section 6.

Hoodland Park District
Economic Feasibility Study
2021

I. Description of services and functions to be performed or provided by the proposed district.

Hoodland Park District will serve the villages of Brightwood, Wemme, Welches, ZigZag, Rhododendron, Government Camp, Wapanitia, Summit Meadows and the remote residential areas on either end of the district. The District will be responsible for the development of park lands, management of the construction of said lands, applications for grant money as an eligible entity to receive such monies, ongoing maintenance and security of the developed properties, and will provide supervision for all activities sponsored or co-sponsored by the District within District boundaries. The District Board will also remain alert to the Park District needs and goals of each Village within the District in order to ensure the services remain current and relevant for its residents.

The development of District Park lands will, initially, include four parcels of land donated to the District by Clackamas County Parks Department. Specifically, the properties known as the Dorman Center - Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (L24 acres), the Water Tower - Map 37804 00903 (5.14 acres), and the Hunchback Strip - Map 37804 00904 (10.62 acres). This will involve the design and construction of a community park on the Dorman Center tract of land described in more detail below. The District will also be responsible for any subsequent real property acquired by the district after formation. The development of District projects may also include but not be limited to bike and pedestrian pathways and trails connecting the smaller Villages and their planned Parks to each other. Such trails or pathways already developed and maintained by other government agencies or other organizations would not be included. Additional special projects already discussed include a Community Center to house such necessary organizations as the Senior Center, a Daycare Center and rooms for large and small community meetings and instructional classes, a proposed skating rink in Government Camp, and specialized activities in partnership with local organizations such as the Oregon Trail School District and Hoodland Senior Center.

The District will also provide construction management of the initial park plan developing construction timelines and contracting with construction companies as well as monitoring the construction process to completion of the work. The Park elements will include but not be limited to a parking space and amenities needed for an onsite park host, a pavilion with tables and an outside kitchen, playground, restroom, safety lighting, skate park, pump track, walking trails with an ADA accessible loop, dog area with fencing, expanded community garden, amphitheater, bike racks, benches, information and historical kiosk, and parking area with shuttle transfer. Once the District is formed and a Board of Directors is elected a more inclusive process would be instituted to test assumptions of the planners about the needs of the community. These Park elements are included in the original design for a park to be built on the property donated to the District by Clackamas County and are not listed in prioritized order. See attached Exhibit A.

The elected District Board will be responsible for acquisition and management of funds to operate the District, will oversee hired staff and will have the authority to approve any new development or program. The primary source of funding will come from the annexed tax rate approved by voters within the proposed District boundaries at the time of the formation of the District. The Board will focus heavily on grant money from both private and public sources to fund major asset development. See an attached list of potential grant resources. See attached Exhibit B.

There will be ongoing maintenance needs such as upgrades of safety equipment to meet improved protocols, repairs and improvements of Park District properties. The maintenance will be provided by employees and contracted staff of the District.

The District will provide supervision for any and all activities sponsored by the District. These activities may include scheduled and special events such as concerts, other cultural events and gatherings, sports competitions with District leagues. The District will develop partnerships with other districts, organizations and state and local colleges to provide educational programming to different groups of residents who live within the boundaries of the District. These partnerships will be sought by the District and may include Oregon Trail School District, Mt Hood Community College, Clackamas Community College, Oregon State University Extension Services, private organizations and clubs, and US, state and county agencies for example.

II. Analysis of Relationships between Hoodland Park District and Other existing or needed local government services.

Within the proposed Hoodland Park District boundaries there are other districts, government agencies, and private organizations providing services to the residents of the proposed district. The proposed Hoodland Park District will seek a working relationship with these other government and private entities by partnering with them to provide enhanced services and activities for overlapping populations and/or by identifying, developing, and implementing programming opportunities that will complement existing services making sure that special needs populations are included in all planning.

The US Bureau of Land Management (BLM) owns and manages Wildwood Park which is a well-developed park and recreational opportunities including trails, picnicking, pavilions, and interpretive paths illustrating the habitat of the Wild and Scenic Salmon River, one of three rivers in the Hoodland community with that special designation. Wildwood Park is a valued asset to the community and is often used for large and small group gatherings by reservation at the pavilion facilities. BLM has suggested plans to develop this day use area further with some overnight facilities (rentable yurts or other camping facilities). As a day use park there is a daily use fee. Hoodland Park District facilities would be free, day use only, provide previously listed services, and could be placed within direct access to each of the Hoodland Villages with the plan to connect the Villages with network of pathways. The proposed District may seek a partnership with Wildwood Park and the Welches Schools to provide supervised after school educational and recreational programming as an example of a potential for many opportunities to mutually serve the District's population.

BLM also has developed a mountain biking course, Sandy Ridge Trail, which is located within the Hoodland Community. Sandy Ridge attracts both local and out of town families and experienced mountain bike enthusiasts to a planned trail network which includes parking and restroom facilities. This is, indeed, an important and desirable asset to the Community. These trails are self guided and provide year-round activities. Hoodland Park District would not duplicate this asset but, instead would compliment Sandy Ridge by developing a bike pump track which would serve as a training and practice activity for the mountain biking sport enjoyed all over the mountain community and beyond. The Park District may also want to use the Sandy Ridge facilities for on sight mountain biking safety and skill instruction.

Barlow Wayside Park Trails is adjacent to Sandy Ridge Trail and was developed in partnership with Clackamas County Parks. This network of hiking trails are lovingly maintained by local private citizens. It is another example a history of partnerships between residents and government agencies. The trails provide an easy hike and introduction to the beauty of Hoodland forests. The Hoodland Park District may seek out a partnership with Barlow Wayside to provide youth with the education and activity of trail management. There are future plans of connecting the Barlow Wayside and Sandy Ridge Trail networks. The proposed Hoodland Park District once established would be a likely partner in the development of such plans. The proposed Hoodland Park will have trails seeking to accommodate a wider population including people with mobility challenges.

The United States Forest Service (USFS) has several assets in and around the Hoodland area with the Zigzag Ranger Station at the heart of their recreational activities. The USFS trail system is well developed and attracts people from all over the world as does their camping facilities. Hoodland Park District will want to partner with USFS to connect the proposed Hoodland Park trails with the Forest service trails as the proposed park boundaries are adjacent to USFS land. The Park District would seek a partnership to provide educational/recreational activities with the Ranger Station services, for example, mushroom hunting, wilderness safety, and vegetation identification classes.

The Hoodland Park District Committee has already been in discussion with the Oregon Trail School District about partnering in afterschool programming as well as adult continuing education. The school district has both the Welches Elementary and Middle Schools conveniently situated across the street from the proposed Hoodland Park (Dorman Center site). The close proximity could offer easy access for children after school as a safer alternative to traveling into Sandy, Oregon (20 miles away) for skateboarding and pump track activities. This relationship between School District and Park District becomes particularly economic in the shared cost of building uses after school and in the evenings. Planned cooperative activities could include an unlimited range of activities and instruction for both children and adults. This is currently a huge gap in service provision in the Hoodland community due to the rural and remote location of this community of villages.

Along the same lines, The Hoodland Park District could partner with local Community Colleges and Extension Services to provide a wide range of instruction to the local residents. There are many private organizations in the community who's members would benefit from such

partnerships. The Trillium Garden Club might want to host an OSU Extension lecture on native plant care either at the school or the Park District Community Center as an example. There are a wide variety of private groups with a full range of interests that could be networked by a central Park District to provide services to a broader range of residents of varying needs. These groups include Hoodland Senior Center, Hoodland Library, Local Church groups, Lion's Club, Hoodland Women's Club, Trillium Garden Club, Iwaca Community Garden, Golf Club, and the local Rhododendron and Government Camp CPO's. They all have a stake in the community and, therefore, in the Hoodland Park District's plans for the community. With so many potential partners with a wide range of interests The Hoodland Park District will be very effective at planning for and executing programs and properties that meet the needs of its community members.

In conclusion it is safe to say that the formation of a governmental District to centralize the organization, planning, development and implementation of recreational programming for the Hoodland area is way overdue. Without its own centralized, local government agency, the Hoodland area struggles to behave like an integrated community. There is, currently, no structured vehicle capable of giving voice or responsive action to the many needs and concerns of the uniquely diverse people of the Hoodland area in a unified way. Developing a locally operated Park District will bring to this diverse community an identity based on a mutual desire to gather and recreate together. A cohesion results and out of that cohesion comes a much more effectual community able to meet the needs of its people.

HOODLAND PARK DISTRICT
PROPOSED ITEMIZED BUDGET

The budget is set up on a fiscal year basis to coincide with anticipated tax revenue distribution time frames.

The over all concept of the first four years is based on the first year not having property tax revenue until the later part of 2022 or early 2023. Therefore donations will be the chief source of revenue during 2022. These donations are represented in cash value, but in many instances will be in kind in the form of both furniture, equipment and some services.

The idea is to put the organization in place, establish an office and allow the elected board to begin work. Initial focus for the park is obtaining grant money for construction of improvements.

Second year is focused on obtaining grant money, engineering and design. Thereafter the initial ground work, installation of utilities and simple improvements. There is considerable carry over to the third year which is designed to insure there are adequate matching funds necessary for a substantial grant request.

The third and fourth year are dedicated to major park improvements as listed. These improvements are in the current concept drawings. Once the initial build out of the park is completed routine operation cost are well within the means of the district. The present thoughts are to build substantial reserves to acquire additional property for the construction of additional park facilities. Current discussions center around building an ice rink in Government Camp which could potentially create a substantial revenue stream for the district.

Property Tax Revenue:

The tax revenue is predicted on a rate of \$0.57 per \$1000. The requested maximum rate for the district is \$.067 per \$1000.

The base rate property value for the district was estimated at \$1,000,000,000.00. This value is below the current value within the Hoodland Fire District which is slightly larger than the proposed Park District, but very similar as to location and boundaries.

The Revenue from property assessments was increased annually on an assumed inflation rate of 2%. This rate is assumed to be very conservative given the current market demand and limited availability of housing inventory within the district. To the extent property values do not provide adequate revenue increases, there is the ability to adjust the assessed rate and still stay within the proposed limits.

Inflation:

Inflation adjustments for operating cost and construction of improvements is based on initial surveyed cost in current dollars. These cost have been inflated at an assumed annual inflation rate of 4%. It is acknowledged that inflation may exceed this rate in the near term, the 4% rate is based on an assumed future three year average.

YEAR		2021-2022	2022-2023	2023-2024	2024-2025
INCOME	TAX REVENUE		\$581,400.00	\$593,028.00	0
	DONATIONS	\$40,000.00			\$604,888.56
	GRANT FUNDS		\$250,000.00	\$850,000.00	\$300,000.00
	GARDEN/ FARMERS MKT. RENT FEES	\$1,500.00	\$3,000.00	\$3,500.00	\$4,000.00
	RESERVE FUND		\$3,565.00	\$515,587.00	\$294,733.08
	FUND RAISERS		\$30,000.00	\$30,000.00	\$30,000.00
	TOTAL REVENUE	\$41,500.00	\$867,965.00	\$1,992,115.00	\$ 1,233,621.64
EXPENSES					
FACILITY EXPENSES	OFFICE				
	SDAO MEMBERSHIP/INSURANCE	\$135.00	\$4,290.00	\$4,461.60	\$4,550.83
	INSURANCE	\$1,200.00	\$0.00	\$0.00	
	OFFICE SUPPLIES/PRINTING	\$3,000.00	\$3,120.00	\$3,244.80	\$3,374.59
	OFFICE SPACE RENTAL	\$5,000.00	\$18,720.00	\$19,468.80	\$20,247.55
	TELEPHONE AND INTERNET	\$1,600.00	\$3,744.00	\$3,893.76	\$4,049.51
PARK	OFFICE ELECTRICAL	\$1,500.00	\$2,496.00	\$2,595.84	\$2,699.67
	ELECTRICAL		\$0.00	\$0.00	
	SEWER		\$6,240.00	\$12,979.20	\$13,498.37
	WATER		\$7,488.00	\$7,787.52	\$8,099.02
PROFESSIONAL SERVICES			\$0.00	\$0.00	\$6,749.18
	ENGINEER/ARCHITECT		\$0.00	\$0.00	
	GRANT WRITER	\$4,500.00	\$67,600.00	\$48,672.00	\$61,867.52
EMPLOYEE COST	PROJECT MANAGER		\$9,360.00	\$9,734.40	\$10,123.78
			\$12,480.00	\$25,958.40	\$26,996.74
CAPITAL EXPENDITURES			\$0.00	\$0.00	
	CAMP HOST/MAINTENCE/SECURITY		\$8,320.00	\$37,856.00	\$39,370.24
			\$0.00	\$0.00	
	OFFICE FURNITURE	\$2,500.00	\$0.00	\$0.00	
	COMPUTER/PRINTER/COPIER	\$3,500.00	\$0.00	\$0.00	
	PERMITS/DEVELOPMENT FEES		\$26,000.00	\$16,224.00	\$16,872.96
	INITIAL SITE PREP		\$52,000.00	\$0.00	
	UNDERGROUND UTILITIES		\$52,000.00	\$0.00	
	PARKING AND STREET IMPROVEMENTS		0	\$91,936.00	
	SECURITY LIGHTING		\$15,600.00	\$0.00	
	CAMP HOST SITE		\$8,840.00	\$0.00	
	GARDEN CENTER IMPROVEMENTS	\$15,000.00	\$0.00	\$0.00	
HIKING TRAILS + BENCHES		\$26,000.00	\$0.00		
CHILDRENS PLAY GROUND		\$15,600.00	0		
BATHROOMS + MAINTENCE BLDG.			\$378,560.00		
PAVILLION + KITCHEN			\$1,027,520.00		
SKATE PARK				\$899,891.20	
PUMP TRACK				\$269,967.36	
TOTAL EXPENDITURES	\$37,935.00	\$352,378.00	\$1,697,381.92	\$1,169,858.56	
RESERVE FUND					
	Total Revenue	\$41,500.00	\$867,965.00	\$1,992,115.00	\$1,233,621.64
	Total Expenses	-\$37,935.00	-\$352,378.00	-\$1,697,381.92	-\$1,169,858.56
RESERVE FUND		\$3,565.00	\$515,587.00	\$294,733.08	\$63,763.08
INFLATION ADJUSTMENT 4%		104%			
REAL ESTATE VALUE		102%			



PARK AT DORMAN CENTER SITE | HOODLAND PARK DISTRICT
MASTER PLAN | 05.24.19

NARRATIVE

The accompanying park design is intended to inform a feasibility study in the creation of the Hoodland Park District. The use of this plan is not intended for construction, but rather to generate interest and create a vision for what would be developed on this site. Should a parks district be created, it would be necessary to begin a more inclusive design process, verify assumptions, obtain a survey and design the park through a process that involves schematic design, design development, and construction documents.

At the direction of the Hoodland Women’s Club, the park program elements include the following:

- Playground
- Pavilion with tables and outdoor kitchen
- Restroom
- Lighting
- Skatepark
- Pump track
- Walking trail with accessible inner loop
- Dog area with fencing
- Expanded community garden
- Amphitheater
- Bike racks
- Benches
- Kiosk
- Parking area with shuttle dropoff

The design idea for this park is to place the pavilion in the center of the site, which would enable many other activities to take advantage of it. The pavilion itself is envisioned to be a jewel in the center of the park that speaks to the Pacific Northwest architectural vernacular of the area. A grand fireplace and chimney on the backside would create a spectacular background to a performance stage to the east, while referencing the historical Dorman Center. A restroom could be located at one corner of the open-sided pavilion and within the pavilion would be tables and benches.

An amphitheater to the east would take advantage of existing topography, create usable lawn area and enable performances at the park. West of the pavilion is a tree grove which would create a sense of arrival to the park and accommodate a farmers market. North of the pavilion is a play area that takes advantage of full sun and features a play structure, toddler play elements, natural materials like logs and boulders, and a grassy mound for sitting. Adjacent to the play area is an expanded community garden. South of the pavilion is an open lawn area for informal play with a fenced dog area just beyond. Nearby is a pump track.

Vehicular access is near its current location and parking has been organized off a one-way circulation pattern that would accommodate the existing Mt. Hood shuttle. Nineteen parking stalls are shown. Within the semicircle shape is the skatepark, separated from other uses and easily viewable from East Salmon River Road.

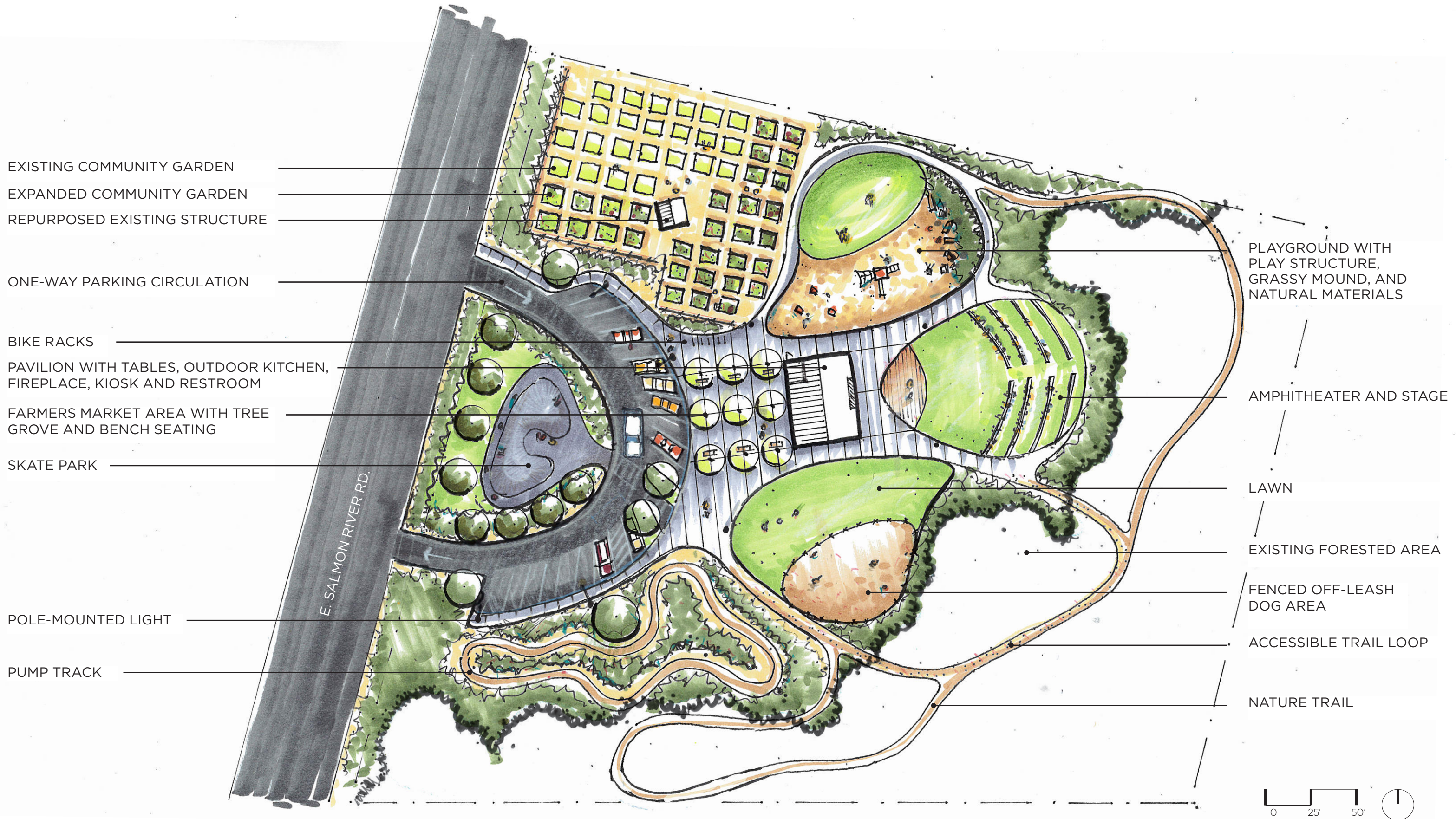
The cost for the park can vary widely depending on the park program, level of design complexity, size of park, accessibility for contractors, and demand within the construction market. In this design concept, some significant cost drivers would be site excavation and grading, the pavilion, and the skate park. The conceptual nature of the plan necessitates a high contingency and a wide range for potential cost. Using a comparative analysis, the park design could cost between \$3 million and \$5 million in today’s construction market.

SITE ZONING INFORMATION

The table below summarizes standards from the Clackamas County Zoning and Development Ordinance applicable to this site.

STANDARD	REQUIREMENT	ZONING CODE
		<i>Reference</i>
Tax lot(s)	37E04AA03300, 37E04AA03600	
Address	25400 E. Salmon River Rd., Welches, 97067	
Site size	~3.95 acres (total)	
Zone abbreviation	OSM	702
Zone Name	Open Space Management District	702
Overlay zones	N/A	
Use Classification	Institutional Use (park)	202
Functional Road Classification (E. Salmon River Rd.)	Minor Arterial	TSP
Land use review	Conditional Use Review [Type III] for public/private outdoor recreation facilities and parks <i>outside urban area</i> per 702.03.A. The site is outside the Urban Growth Boundary (UGB)	1203.03
Land use expiration	10 years	1203.05.B
Minimum lot area	None	1012.02.G
Minimum lot width	None	1012.02.G
Minimum setbacks	10' adjacent to residential zone (N/A for this project)	702.06
Maximum setback	N/A	
Maximum floor area ratio	N/A	
Maximum lot coverage by buildings	N/A	
Maximum building height	N/A	
Right-of-way width	~ 65' on E. Salmon River Rd.	Tax map
Street classification	Minor Arterial	TSP
Right-of-way standard	60'-76'	TSP
Right-of-way dedication	Potential dedication of up to 5.5'	
Right-of-way improvement	County Capital Project 3052: add paved shoulders or multi-use path	Map 5-11b
Pedestrian standards	Sidewalk to pedestrian pathway on the street frontage is required	1007.04.E
Minimum parking		1015.02
Maximum parking	N/A	1015.02
Carpool/vanpool	1 space, or 5% of the required spaces, whichever is greater	1015.02
Bike parking	1 per acre	1015.03
Parking location	75% must be located within 50' of public building entrance	1015.03.A.2
Parking space dimensions	8.5'x16' standard spaces (25% of required parking cannot exceed these dimensions) (8.5'x22' for parallel spaces)	1015.02
Parking lot aisle width	<i>Per Standard Drawing P100</i>	Drawing P100
Wheel stops	Required for parking spaces by landscaping/sidewalks (min. 4")	1015.02
Minimum landscape	"Landscape the site to produce a setting appropriate to its function" (Also, zone not listed in Table 1009-1 & no provisions for "special district" noted, 1009.02) See Comprehensive Plan Chapter 9, Policies 1.1-1.3	702.06
Site perimeter landscaping	5' strip along front lot line	1009.06.C and 1009.03.B.1
Street Trees	N/A (Outside UGB)	1007.06
Tree removal	Development restriction following excessive tree removal N/A outside UGB.	1002.02
Parking lot landscaping	25 SF per parking space (not including perimeter landscaping) 1 tree per 8 parking spaces 1 swale between 2 rows of parking for every 6 rows of parking	1009.03
Parking perimeter landscaping	5' in width Shrubs 95% opaque year-round providing 3' tall screening adjacent to abutting lot lines (Only 30" on front lot line) 1 tree for every 30' (linear) of landscaping strip	1009.04.B
Trash screening requirement	Sight-obscuring fence required for garbage/recycling (6'-10')	1009.04.C
Minimum driveway width	Width to be approved by County on site-specific basis (Min. for commercial driveways is 28', for reference)	Drawing D650
Driveway access spacing	At least 300' from roadway intersection	Clackamas County Roadway Standards (220.4)





EXISTING COMMUNITY GARDEN
 EXPANDED COMMUNITY GARDEN
 REPURPOSED EXISTING STRUCTURE

ONE-WAY PARKING CIRCULATION

BIKE RACKS
 PAVILION WITH TABLES, OUTDOOR KITCHEN,
 FIREPLACE, KIOSK AND RESTROOM

FARMERS MARKET AREA WITH TREE
 GROVE AND BENCH SEATING

SKATE PARK

POLE-MOUNTED LIGHT

PUMP TRACK

PLAYGROUND WITH
 PLAY STRUCTURE,
 GRASSY MOUND, AND
 NATURAL MATERIALS

AMPHITHEATER AND STAGE

LAWN

EXISTING FORESTED AREA

FENCED OFF-LEASH
 DOG AREA

ACCESSIBLE TRAIL LOOP

NATURE TRAIL



HOODLAND PARK DISTRICT FUNDING ADDITIONAL RESOURCES Grants and Low Interest Loans

In addition to property tax revenues from the Hoodland Park District annexation the intension is to access outside grants and loans to pay for the acquisition, development and construction of specific park components as new projects are adopted. As documented in the budget, a Grant Writer will be under contract with the Hoodland Park District to assist the District Board of Directors with research of and application to a variety of available grants and low interest loans. Below is a list of just a few current grants and loans for which the Hoodland Park District will be eligible.

- **The Local Government Grant Program (LGGP)** is a voter approved, State lottery funded grant program administrated by the **Oregon Parks and Recreation Department**. Typically, the program awards over \$5 million annually to qualified projects. Eligible applicants include Local government agencies that are obligated by state law to provide public recreation facilities which includes Park and Recreation Districts. The grants are limited to outdoor park and recreation areas and facilities open and accessible to the public-at-large. Appropriate projects include Planning and Feasibility of project, Acquisition of property, Development of property, and Rehabilitation/Maintenance of property components. The grant would be matching funds and the amount of the matching funds depends on the population of the district. The LGGP awards include Small Grants (up to \$75,000), Large Grants (up to \$750,000 or \$1,000,000 for land acquisition) and Small Community Planning Grants (up to \$40,000). In 2019 LGGP awarded a total of \$6.619 million in grant requests. Contact: Mark Cowan, Grant Program Coordinator, 725 Summer St. NE, Suite C, Salem, OR 97301; tele, 503-951-1317; email: mark.cowan@oregon.gov
- **The Community Facilities Grant** program is funded by the **Department of Agriculture (USDA)** and provides grants to communities with less than 20,000 residents to construct and renovate facilities used for public service, health care, recreation, community service and public safety as well as equipment needed to operate said facilities. Districts are included as eligible applicants and up to 75% of the cost eligible projects can be awarded depending on size and income of population. Contact: Housing and Community Facilities Programs National Office, U.S. Department of Agriculture, Room 5014 South Building, 14th Street and Independence Avenue SW, Washington, DC 20250; tele: 202-720-9619; website: rurdev.usda.gov
- **Outdoor Recreational Grant Program** is sponsored by **The National Park Service**. Grants are used to acquire land and plan and develop recreational areas such as playgrounds, tennis court, outdoor swimming pools, hiking trails, picnic areas, campgrounds, and boat launching ramps. Funds are also used to build restrooms, water

Exhibit B

systems and other support facilities for the general public. States, cities, counties and park districts are eligible to apply for these grants.

Contact: Recreation Programs National Park Service, Department of the Interior, 1849 C Street NW, /Washington, DC 20240; tele, 202-354-6900; website: nps.gov

- **State Administered Community Development Block Grant Program (CDBG)** is sponsored by the **Department of Housing and Urban Development** and administered by the State. Grant money is used to acquire real estate property for public use, construct recreational facilities and public buildings particularly in under populated areas.
Contact: U>S> Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410; tele, 202-708-1112; website: hud.gov
- **The Oregon Parks Foundation Fund** of the **Oregon Community Foundation (OCF)** was created in 2009 by the **Oregon Parks Foundation (OPF)**. This fund supports the acquisition, preservation and restoration of Oregon's native landscape, as well as environmental, recreational and educational improvements to public parks throughout Oregon. The OPF Fund invites proposals from nonprofits and public agencies at the community, district, county and regional level. Grant recommendations are made to the OCF board by an advisory committee created by OPF. Grants disbursed by the OPF Fund generally range from \$1,000 to \$5,000. Larger grants may occasionally be considered for unique or special projects.
Contact: **Oregon Community Foundation**, 1221 SW Yamhill St. ,Suite 100, Portland, OR 97205; **Phone:** (503) 227-6846; **Email:** info@oregoncf.org
- **The Rivers, Trails and Conservation Assistance Program (RTCA)** assists communities in preserving recreational spaces. RTCA helps communities create recreational greenways through their partnership with other agencies. The RTCA does not provide grant money directly. Rather, the National Park Service has teamed with Groundwork USA to provide over \$400,000 in community grant money.
Contact: National Park Service Rivers, Trails and Conservation Assistance Program Org. Code 2220 1849 C Street NW, Washington, D.C. 20005; 202-354-6900; nps.gov
- **National Park Service** operates a land grant program designed to transfer federal lands to communities for park spaces and to preserve historical landmarks. This grant program allows state and local government to apply to receive federal lands in order to create parks for public use. The granted land must be returned to the federal government if it is no longer being used for a park, recreational space or as a historical monument space. Land must be open for public use in order for the state or local government to maintain control of it. To apply, local and state agencies must submit an application that clearly outlines how the land will be used in the community. Those wishing to create or preserve a historical monument must submit architectural plans with their grant application.
Contact: National Park Service Federal Lands to Parks Program Org. Code 2225, 1849 C Street NW Washington, D.C. 20005; 202-354-6915; nps.gov

Exhibit B

- **Statewide Comprehensive Outdoor Recreation Plans (SCORPs)**
This program, developed by the **National Park Service**, was designed to help state governments and their subsidiaries acquire land and fund projects to develop park spaces for the general public, according to the Federal Grants Wire website. Grants can be given to states for a variety of development projects, including picnic areas, outdoor recreation areas, inner city parks, campgrounds, tennis courts, boat launching ramps, bike trails and picnic areas. Funds are not granted for the maintenance or operation of public park spaces.
Only government agencies designated by the governor for the development of Statewide Comprehensive Outdoor Recreation Plans (SCORPs) may apply for the grant money. Indian tribes are also eligible to receive grant monies. The state government is responsible for determining and proving a high recreational need in their area. Awarded grants have ranged from \$150 to more than \$5 million.
Contact: National Park Service Recreation Program, 1849 C Street, NW Washington, DC 20005; 202-354-6900; nps.gov
- **America Walks and Active People, Health Nations** are accepting applications for the **Community Change Program** to award community stipends for projects related to creating healthy, active, and engaged places to live, work, and play. Advocates, organizations, and agencies are eligible to apply for projects that will increase physical activity and active transportation in a specific community, engage people and organizations new to the efforts of walking and workability, and demonstrate a culture of inclusive health and design. Projects should have a particular focus on engaging in key issues of the day with new perspectives and diverse partners/audiences.
Contact: National Recreation and Park Association, 22377 Belmont Ridge Road, Ashburn, VA 20148-4501
NRPA has information about other grants as well.
- **Clackamas County Small Grants** has grants for projects that keep vulnerable residents safe and healthy. They had \$250,000 funds for 2020.
Contact: www.clackamas.us/des/grants-manager
- **American Public Gardens Association** has funds for community gardens, outdoor garden spaces including landscaping.
Contact: www.publicgardens.org
- **Cycle Oregon** is a non-profit organization dedicated to transforming individuals and communities through bicycling. Proceeds from the ride go to the Cycle Oregon Fund, which helps preserve and protect the special places of Oregon and supports community development projects in the regions through which we ride.
Contact: Cycle Oregon Fund, 1221 SW Yamhill St. Suite 100, Portland, OR 97205

Munns, Jeffrey

From: Gary Linkous <GLinkous@outlook.com>
Sent: Friday, October 22, 2021 12:25 PM
To: Munns, Jeffrey
Subject: RE: District Boundary Formation
Attachments: PETITION FILED.pdf

Importance: High

Warning: External email. Be cautious opening attachments and links.

Dear Mr. Munns:

I have now received preliminary approval of the property description from ODR and have completed the petition for the park district. The petition is being filed today, probably within the next hour or so. To expedite review in your office I have attached a copy of the petition. My understanding is that the district has a very limited amount of time to collect signatures so any help you can provide to expedite the process would be greatly appreciated.

Respectfully,

Gary G. Linkous

Country Lawyer, P.C.
24403 E. Welches Rd. STE. 101
P.O. Box 636
Welches, Oregon 97067
Tel: 503-622-6498
Fax: 503-622-3211
Gary@countrylawyer.net

Petition Information

Petition Name : Hoodland Park District Formation
Petition Date : 10/22/2021 **Date Filed :** 10/22/2021
End Circulation Date : 11/18/2021
Minimum Signatures Required : 793 **Accepted Of Minimum :** (124.34%)
Total Signatures Processed : 1136

Processing Summary Sample: All

Total Accepted Signatures : 986 (87%) **Of Those Processed**
Total Rejected Signatures : 150 (13%) **Of Those Processed**

Accepted Reason	Total	(% Rejected)
Valid Signature	986	(100%)

Rejected Reason	Total	(% Rejected)
Not Registered	38	(25.3%)
Out of District	65	(43.3%)
Rejected - Duplicate	14	(9.3%)
Not Registered Canceled	3	(2%)
Signatures Do Not Match	3	(2%)
Illegible Signer Information	1	(.6%)
Inactive Other or Reason Not Known	22	(14.6%)
Signed Before Date Registered to Vote (Too Late)	4	(2.6%)

**CERTIFIED COPY OF THE ORIGINAL
 SHERRY HALL, COUNTY CLERK**

BY: *Rebecca Stern Doll*



Oregon's Statewide Planning Goals & Guidelines

GOAL 8: RECREATIONAL NEEDS

OAR 660-015-0000(8)

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

RECREATION PLANNING

The requirements for meeting such needs, now and in the future, shall be planned for by governmental agencies having responsibility for recreation areas, facilities and opportunities: (1) in coordination with private enterprise; (2) in appropriate proportions; and (3) in such quantity, quality and locations as is consistent with the availability of the resources to meet such requirements. State and federal agency recreation plans shall be coordinated with local and regional recreational needs and plans.

DESTINATION RESORT SITING

Comprehensive plans may provide for the siting of destination resorts on rural lands subject to the provisions of state law, including ORS 197.435 to 197.467, this and other Statewide Planning Goals, and without an exception to Goals 3, 4, 11, or 14.

Eligible Areas

(1) Destination resorts allowed under the provisions of this goal must be sited on lands mapped as eligible by the affected county. A map adopted by a county may not allow destination resorts approved under the provisions of this goal to be sited in any of the following areas:

(a) Within 24 air miles of an urban growth boundary with an existing population of 100,000 or more unless residential uses are limited to those necessary for the staff and management of the resort;

(b) On a site with 50 or more contiguous acres of unique or prime farm land identified and mapped by the United States Natural Resources Conservation Service or its predecessor agency; or within three miles of a High Value Crop Area except that "small destination resorts" may not be closer to a high value crop area than one-half mile for each 25 units of overnight lodging or fraction thereof;

(c) On predominantly Cubic Foot Site Class 1 or 2 forest lands, as determined by the State Forestry Department, that are not subject to an approved goal exception;

(d) In the Columbia River Gorge National Scenic Area as defined by the Columbia River Gorge National Scenic Act, P.L. 99-663;

(e) In an especially sensitive big game habitat as generally mapped by the Oregon Department of Fish and Wildlife in July 1984 and as further refined through development of comprehensive plans implementing this requirement.

(2) "Small destination resorts" may be allowed consistent with the siting requirements of section (1), above, in the following areas:

(a) On land that is not defined as agricultural or forest land under Goal 3 or 4; or

(b) On land where there has been an exception to Statewide Planning Goals 3, 4, 11, or 14.

Siting Standards

(1) Counties shall ensure that destination resorts are compatible with the site and adjacent land uses through the following measures:

(a) Important natural features, including habitat of threatened or endangered species, streams, rivers, and significant wetlands shall be maintained. Riparian vegetation within 100 feet of streams, rivers and significant wetlands shall be maintained. Alterations to important natural features, including placement of structures that maintain the overall values of the feature, may be allowed.

(b) Sites designated for protection in an acknowledged comprehensive plan designated pursuant to Goal 5 that are located on the tract used for the destination resort shall be preserved through conservation easements as set forth in ORS 271.715 to 271.795. Conservation easements adopted to implement this requirement shall be sufficient to protect the resource values of the site and shall be recorded with the property records of the tract on which the destination resort is sited.

(c) Improvements and activities shall be located and designed to avoid or minimize adverse effects of the resort on uses on surrounding lands, particularly effects on intensive farming operations in the area. At a minimum, measures to accomplish this shall include:

(i) Establishment and maintenance of buffers between the resort and adjacent land uses, including natural vegetation and where appropriate, fences, berms, landscaped areas, and other similar types of buffers.

(ii) Setbacks of structures and other improvements from adjacent land uses.

(iii) Measures that prohibit the use or operation in conjunction with the resort of a portion of a tract that is excluded from the site of a destination resort pursuant to ORS 197.435(7). Subject to this limitation, the use of the excluded property shall be governed by otherwise applicable law.

Implementing Measures

(1) Comprehensive plans allowing for destination resorts shall include implementing measures that:

(a) Adopt a map consisting of eligible lands for large destination resorts within the county. The map shall be based on reasonably available information, and shall not be subject to revision or refinement after adoption except in conformance with ORS 197.455, and 197.610 to 197.625, but not more frequently than once every 30 months. The county shall develop a process for collecting and processing concurrently all map amendments made within a 30-

month planning period. A map adopted pursuant to this section shall be the sole basis for determining whether tracts of land are eligible for siting of large destination resorts under the provisions of this goal and ORS 197.435 to 197.467.

(b) Limit uses and activities to those permitted by this goal.

(c) Assure developed recreational facilities and key facilities intended to serve the entire development and visitor oriented accommodations are physically provided or are guaranteed through surety bonding or substantially equivalent financial assurances prior to closure of sale of individual lots or units. In phased developments, developed recreational facilities and other key facilities intended to serve a particular phase shall be constructed prior to sales in that phase or guaranteed through surety bonding.

DEFINITIONS

Destination Resort -- A self-contained development providing visitor-oriented accommodations and developed recreational facilities in a setting with high natural amenities, and that qualifies under the definition of either a “large destination resort” or a “small destination resort” in this goal. Spending required under these definitions is stated in 1993 dollars. The spending required shall be adjusted to the year in which calculations are made in accordance with the United States Consumer Price Index.

Large Destination Resort -- To qualify as a “large destination resort” under this Goal, a proposed development must meet the following standards:

(1) The resort must be located on a site of 160 acres or more except within two miles of the ocean shoreline where the site shall be 40 acres or more.

(2) At least 50 percent of the site must be dedicated as permanent open space excluding yards, streets and parking areas.

(3) At least \$7 million must be spent on improvements for onsite developed recreational facilities and visitor-oriented accommodations exclusive of costs for land, sewer, and water facilities and roads. Not less than one-third of this amount shall be spent on developed recreational facilities.

(4) Commercial uses allowed are limited to types and levels necessary to meet the needs of visitors to the development. Industrial uses of any kind are not permitted.

(5) Visitor-oriented accommodations including meeting rooms, restaurants with seating for 100 persons, and 150 separate rentable units for overnight lodging must be provided. Accommodations available for residential use shall not exceed two such units for each unit of overnight lodging, or two and one-half such units on land that is in Eastern Oregon as defined by ORS 321.805. However, the rentable overnight lodging units may be phased in as follows:

(a) On land that is not in Eastern Oregon, as defined in ORS 321.805:

(A) A total of 150 units of overnight lodging must be provided.

(B) At least 75 units of overnight lodging, not including any individually owned homes, lots or units must be constructed or guaranteed through surety

bonding or equivalent financial assurance prior to the closure of sale of individual lots or units.

(C) The remaining overnight lodging units must be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed 150 units of permanent overnight lodging as required by this section.

(D) The number of units approved for residential sale may not be more than two units for each unit of permanent overnight lodging provided under this section.

(E) The development approval shall provide for the construction of other required overnight lodging units within five years of the initial lot sales.

(b) On lands in Eastern Oregon, as defined in ORS 321.805:

(A) A total of 150 units of overnight lodging must be provided.

(B) At least 50 units of overnight lodging must be constructed prior to the closure of sale of individual lots or units.

(C) At least 50 of the remaining 100 required overnight lodging units must be constructed or guaranteed through surety bonding or equivalent financial assurance within five years of the initial lot sales.

(D) The remaining required overnight lodging units must be constructed or guaranteed through surety bonding or equivalent financial assurances within 10 years of the initial lot sales.

(E) The number of units approved for residential sale may not be more than 2-1/2 units for each unit of permanent overnight lodging provided under this section.

(F) If the developer of a resort guarantees the overnight lodging units required under paragraphs (C) and (D) of this subsection through surety bonding or other equivalent financial assurance, the overnight lodging units must be constructed within four years of the date of execution of the surety bond or other equivalent financial assurance.

(6) When making a land use decision authorizing construction of a "large destination resort" in Eastern Oregon, as defined in ORS 321.805, the governing body of the county or its designee shall require the resort developer to provide an annual accounting to document compliance with the overnight lodging standards of this definition. The annual accounting requirement commences one year after the initial lot or unit sales. The annual accounting must contain:

(a) Documentation showing that the resort contains a minimum of 150 permanent units of overnight lodging or, during the phase-in period, documentation showing the resort is not yet required to have constructed 150 units of overnight lodging.

(b) Documentation showing that the resort meets the lodging ratio described in section (5)(b) of this definition.

(c) For a resort counting individually owned units as qualified overnight lodging units, the number of weeks that each overnight lodging unit is available for rental to the general public as described in section (2) of the definition for "overnight lodgings" in this goal.

Small Destination Resort -- To qualify as a “small destination resort” under Goal 8, a proposed development must meet standards (2) and (4) under the definition of “large destination resort” and the following standards:

- (1) The resort must be located on a site of 20 acres or more.
- (2) At least \$2 million must be spent on improvements for onsite developed recreational facilities and visitor-oriented accommodations exclusive of costs for land, sewer, and water facilities and roads. Not less than one-third of this amount must be spent on developed recreation facilities.
- (3) At least 25 but not more than 75 units of overnight lodging shall be provided.
- (4) Restaurant and meeting rooms with at least one seat for each unit of overnight lodging must be provided.
- (5) Residential uses must be limited to those necessary for the staff and management of the resort.
- (6) The county governing body or its designee must review the proposed resort and determine that the primary purpose of the resort is to provide lodging and other services oriented to a recreational resource that can only reasonably be enjoyed in a rural area. Such recreational resources include, but are not limited to, a hot spring, a ski slope or a fishing stream.
- (7) The resort shall be constructed and located so that it is not designed to attract highway traffic. Resorts shall not use any manner of outdoor advertising signing except:
 - (a) Tourist oriented directional signs as provided in ORS 377.715 to 377.830; and
 - (b) Onsite identification and directional signs.

Developed Recreation Facilities -- are improvements constructed for the purpose of recreation and may include but are not limited to golf courses, tennis courts, swimming pools, marinas, ski runs and bicycle paths.

High-Value Crop Area -- an area in which there is a concentration of commercial farms capable of producing crops or products with a minimum gross value of \$1,000 per acre per year. These crops and products include field crops, small fruits, berries, tree fruits, nuts, or vegetables, dairying, livestock feedlots, or Christmas trees as these terms are used in the 1983 County and State Agricultural Estimates prepared by the Oregon State University Extension Service. The High-Value Crop Area Designation is used for the purpose of minimizing conflicting uses in resort siting and is not meant to revise the requirements of Goal 3 or administrative rules interpreting the goal.

Map of Eligible Lands -- a map of the county adopted pursuant to ORS 197.455.

Open Space -- means any land that is retained in a substantially natural condition or is improved for recreational uses such as golf courses, hiking or

nature trails or equestrian or bicycle paths or is specifically required to be protected by a conservation easement. Open spaces may include ponds, lands protected as important natural features, land preserved for farm or forest use and lands used as buffers. Open space does not include residential lots or yards, streets or parking areas.

Overnight Lodgings -- are permanent, separately rentable accommodations that are not available for residential use. Overnight lodgings include hotel or motel rooms, cabins, and time-share units. Tent sites, recreational vehicle parks, manufactured dwellings, dormitory rooms, and similar accommodations do not qualify as overnight lodgings for the purpose of this definition. Individually owned units may be considered overnight lodgings if:

(1) With respect to lands not in Eastern Oregon, as defined in ORS 321.805, they are available for overnight rental use by the general public for at least 45 weeks per calendar year through a central reservation and check-in service, or

(2) With respect to lands in Eastern Oregon, as defined in ORS 321.805, they are available for overnight rental use by the general public for at least 38 weeks per calendar year through a central reservation system operated by the destination resort or by a real estate property manager, as defined in ORS 696.010.

Recreation Areas, Facilities and Opportunities -- provide for human development and enrichment, and include but are not limited to: open space and scenic landscapes; recreational lands; history, archaeology and natural science resources; scenic roads and travelers; sports and cultural events; camping, picnicking and recreational lodging; tourist facilities and accommodations; trails; waterway use facilities; hunting; angling; winter sports; mineral resources; active and passive games and activities.

Recreation Needs -- refers to existing and future demand by citizens and visitors for recreations areas, facilities and opportunities.

Self-contained Development -- means a development for which community sewer and water facilities are provided onsite and are limited to meet the needs of the development or are provided by existing public sewer or water service as long as all costs related to service extension and any capacity increases are borne by the development. A "self-contained development" must have developed recreational facilities provided on-site.

Tract -- means a lot or parcel or more than one contiguous lot or parcel in a single ownership. A tract may include property that is not included in the proposed site for a destination resort if the property to be excluded is on the boundary of the tract and constitutes less than 30 percent of the total tract.

Visitor-Oriented Accommodations -- are overnight lodging, restaurants, meeting facilities which are designed to and provide for the needs of visitors rather than year-round residents.

GUIDELINES FOR GOAL 8

A. PLANNING

1. An inventory of recreation needs in the planning area should be made based upon adequate research and analysis of public wants and desires.

2. An inventory of recreation opportunities should be made based upon adequate research and analysis of the resources in the planning area that are available to meet recreation needs.

3. Recreation land use to meet recreational needs and development standards, roles and responsibilities should be developed by all agencies in coordination with each other and with the private interests. Long range plans and action programs to meet recreational needs should be developed by each agency responsible for developing comprehensive plans.

4. The planning for lands and resources capable of accommodating multiple uses should include provision for appropriate recreation opportunities.

5. The *State Comprehensive Outdoor Recreation Plan* could be used as a guide when planning, acquiring and developing recreation resources, areas and facilities.

6. When developing recreation plans, energy consequences should be considered, and to the greatest extent possible non-motorized types of recreational activities should be preferred over motorized activities.

7. Planning and provision for recreation facilities and opportunities should give priority to areas, facilities and uses that

(a) Meet recreational needs requirements for high density population centers,

(b) Meet recreational needs of persons of limited mobility and finances,

(c) Meet recreational needs requirements while providing the maximum conservation of energy both in the transportation of persons to the facility or area and in the recreational use itself,

(d) Minimize environmental deterioration,

(e) Are available to the public at nominal cost, and

(f) Meet needs of visitors to the state.

8. Unique areas or resources capable of meeting one or more specific recreational needs requirements should be inventoried and protected or acquired.

9. All state and federal agencies developing recreation plans should allow for review of recreation plans by affected local agencies.

10. Comprehensive plans should be designed to give a high priority to enhancing recreation opportunities on the public waters and shorelands of the state especially on existing and potential state and federal wild and scenic waterways, and Oregon Recreation Trails.

11. Plans that provide for satisfying the recreation needs of persons in the planning area should consider as a major determinant, the carrying capacity of the air, land and water resources of the planning area. The land conservation and development actions provided for by such plans should not exceed the carrying capacity of such resources.

B. IMPLEMENTATION

Plans should take into account various techniques in addition to fee acquisition such as easements, cluster developments, preferential assessments, development rights acquisition, subdivision park land dedication that benefits the subdivision, and similar techniques to meet recreation requirements through tax policies, land leases, and similar programs.

C. RESORT SITING

Measures should be adopted to minimize the adverse environmental effects of resort development on the site, particularly in areas subject to natural hazards. Plans and ordinances should prohibit or discourage alterations and structures in the 100 year floodplain and on slopes exceeding 25 percent. Uses and alterations that are appropriate for these areas include:

1. Minor drainage improvements that do not significantly impact important natural features of the site;
2. Roads, bridges and utilities where there are no feasible alternative locations on the site; and
3. Outdoor recreation facilities including golf courses, bike paths, trails, boardwalks, picnic tables, temporary open sided shelters, boating facilities, ski lifts and runs. Alterations and structures permitted in these areas should be adequately protected from geologic hazards or of minimal value and designed to minimize adverse environmental effects.

Chapter 9: OPEN SPACE, PARKS, AND HISTORIC SITES

The conservation of land, water, and historic resources, and the related provision of recreation opportunities, is one of the most important factors in maintaining the quality of life which has made Clackamas County an attractive place to live. Recently, however, the urban area in particular has experienced a sharp jump in population, with substantial changes in the physical environment. Population growth is inevitable, at least for the foreseeable future, but the degradation of our communities is not.

Numerous natural, historic and recreation resources will continue to be available for everyone's enjoyment if the commitment is made to preserve them. The streams and river corridors, the steep wooded hillsides, marshes and wetlands, the rich farmlands, and the vast, magnificent mountains form a natural network of significant benefit. A distinctive building or section of the Barlow Trail provide us with an historical context which can be an important part of our identity. They give us a feeling of continuity, a connection with the past and with the future. Recreation resources are also important but, unlike the others, these need to be built up, changed, and improved as the demands of the people who use them change. This must be done within the limits of the natural resource systems. For instance, the natural characteristics of a stream must not be sacrificed to satisfy the demands of the people who use it for recreation. Rather, more recreation opportunities must be developed elsewhere to satisfy the demand.

This example illustrates the need for a resource conservation and recreation development strategy for Clackamas County. In the past there was ample open space and a wide selection of recreation activities available to virtually everyone. With little urban development pressure, there was little need to preserve either natural or man-made resources. Now the pressures on these resources are increasing, and will continue to mount in the future. Population density and recreation needs are rising, once cherished local open spaces are disappearing, and more people are demanding more places for a variety of recreation activities. It is increasingly clear that our options and opportunities, especially within the urban area, are becoming fewer every day. The County must take the lead to preserve the resources and develop facilities which will assure that a high quality of life is available to all County residents.

ISSUES

- The effective protection of an adequate amount of open space, especially within the urban area
- The provision of adequate local recreation land, facilities and programs to meet the needs of residents and visitors
- The type of financial strategy needed to acquire, develop, and maintain recreation facilities
- The preservation of historically or culturally significant sites and structures

SUMMARY OF FINDINGS AND CONCLUSIONS

- Although approximately one-third of the urban area is open land at the present time, only about 5 percent is effectively preserved, and most of the balance could disappear over the next 20 years.
- Many of the areas which are a natural part of the open space network also are areas subject to natural hazards (over 11 percent of the land in the urban area), are valuable as natural resource areas, and provide natural buffers between urban communities. The two primary components of the network are stream and river corridors and forested hillsides.
- An effective land use regulation process will have to be established over the area designated as open space. Without this process, no effective preservation is possible in areas which are not acquired.
- The north urban area of the County (Census Tracts 208 through 226) is significantly deficient in public park land--approximately 2.8 acres per 1,000 population as compared to the standard of 10 acres per 1,000 population. Well over half of the total park acreage is undeveloped.
- The most deficient categories are neighborhood and community parks, particularly east of the Willamette River where there are fewer than two park acres per 1,000 population. The unincorporated part of this area is especially deficient. The north urban area also has less than average play field acreage at some schools. Serious deficiencies exist in other recreation facilities as well, especially public swimming pools and beaches, tennis and multipurpose courts, ball fields, and various types of trail systems.
- As the urbanizing area is filled in, the need for parks and other recreation facilities will intensify since the informal play areas and open spaces will no longer be there. There is a need to develop local facilities and site them for access by foot and transit. However the amount of vacant land suitable for park development in the east urban area is very limited. It is imperative that suitable acreage be acquired quickly in this area before it has been irreversibly committed to development.
- In order to meet minimum standards for the expected north urban area population in the year 2010, the amount of park acreage will have to be increased by almost 1,200 acres in the next 20 years. Local governments are responsible for the provision of most urban area recreation facilities and cannot necessarily expect assistance from the state or federal governments in meeting urban area park needs.

- Consideration must be given to various methods of financing the provision of adequate park and recreation facilities and programs in the urban area. A park and recreation district would probably be the best solution. It could either cover the entire urban area, or just the unincorporated area and any interested cities. Local improvement districts (LIDs) are another method. A system development charge or real estate transfer tax also should be considered to provide new facilities for the developing areas. A capital improvements program (CIP) should be instituted to make better use of all available funds.
- Many historic sites and structures in Clackamas County are in disrepair and may be expensive to restore and maintain. While many can be adapted to contemporary use, care must be taken not to harm the features which made the structure or site significant.
- Many historical features in the County are located in areas where land is quite valuable and subject to redevelopment pressure. They are often overwhelmed by surrounding developments or destroyed because their value is not recognized.
- Archaeological sites are often difficult to locate due to the lack of a written historical record. This frequently means that they have been unknowingly destroyed. These sites, even when known, cannot be specifically identified in the inventory because of their sensitivity to exploration.

OPEN SPACE

The preservation of open space is a necessity if the quality of life, particularly in the northwest urban area, is to be maintained and enhanced. The following goals and policies supplement those found in the Land Use Chapter.

OPEN SPACE GOALS

- Protect the open space resources of Clackamas County.
- Improve the environmental quality of the northwest urban area.

9.A Open Space Policies

9.A.1 Initiate an environmental management program to ensure the retention and enhancement of environmental quality and open space values, particularly in the urban area.

9.A.1.1 The program will resolve conflicts between a proposed land use activity (e.g., housing, timber harvesting) and the open space, scenic, historic, and natural resources of the County. The social, economic, environmental, and energy consequences of the proposed action will be identified. Changes may then be required in the proposal in order to minimize any adverse impact upon these resources. Policies from other sections of this chapter may be relevant.

9.A.1.2 Detail the nature and character of visually sensitive areas (see Natural Resources and Energy Chapter). This information will be used in the site analysis outlined in Policy 4.GG.5 of the Open Space section of the Land Use Chapter.

9.A.1.3 Provide site management assistance for lands which are maintained as open space, including utilization of the County's professional expertise to advise property owners on methods of land management.

9.A.1.4 Initiate an urban tree conservation and planting program in cooperation with business and community groups. This program should include street tree plantings, with an emphasis on major arterials, and regulation of the removal of trees and other significant vegetation which may have value as a feature of the urban area open space (see Forestry section of Natural Resources and Energy Chapter).

9.A.2 Use the Open Space Network Map, which has identified desirable open space within the urban area, natural areas identified through the Metropolitan Greenspaces Master Plan and natural areas within Metro's Urban Reserve Area, as the guide for public acquisition of open space (willing seller, willing buyer basis only) and open space dedication during the development process (see map 9-1).

- 9.A.2.1 Refine the open space network to more specifically focus on local neighborhood and community needs. This refinement should consider the relationship between lot and ownership patterns and the natural systems and features of the open space network. The map should also indicate suitable areas for clustering development, and appropriate combinations of adjoining properties which would achieve the best balance of urban development and open space within each community.
 - 9.A.2.2 Major adjustments to this map shall be incorporated onto the Land Use Map as they occur, in accordance with the amendment process outlined in the Planning Process Chapter. Minor adjustments will be considered compatible with the existing map.
 - 9.A.2.3 Open Space Management zoning may be applied to natural areas identified through the Metropolitan Greenspaces Master Plan and natural areas within Metro's Urban Reserve Area, when under public or common ownership.
- 9.A.3 Protect open space resources outside the urban area through the policies of the Land Use and the Natural Resources and Energy chapters of the Plan, specifically the policies for agriculture, forestry, water resources, wildlife habitats, and distinctive resource areas.
- 9.A.4 Use all available methods of acquiring or protecting open space for the enjoyment of all County residents including the following.
- 9.A.4.1 Finance the purchase of open space land either in combination with an urban area parks and recreation district acquisition program (see Parks and Recreation Policy 9.B.7) or through a special funding measure based on all taxable property in the urban area. Full-fee acquisitions, development-rights purchase and scenic easements, among other methods, may be used to implement this program. The County will maximize the use of local money through the aggressive pursuit of federal and state funds.
 - 9.A.4.2 Set standards for accepting land dedications as part of subdivision or PUD approval. If the site contains land designated as Open Space, that land should have the highest priority for open space dedication.
 - 9.A.4.3 Publish and distribute information indicating desirable areas for land donations, what procedure to follow, and how the donor will benefit.
 - 9.A.4.4 Support the state's existing property tax reduction program for all property in designated Open Space areas as long as they are maintained as open space.

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- 9.A.5 Establish responsibility through an existing or new commission to advise the County on the preservation of open space, natural, scenic, historic and cultural resources, and the provision of adequate recreation sites. The existing Parks Advisory Board could be expanded to assume this role; however, given the extent of responsibility, formation of a new commission may be necessary.

- 9.A.6 Cooperate with ODOT in addressing specific location and completion of the Goal 5 process for the Sandy River and Indian Ridge trails after general trail alignment is determined by ODOT.

PARKS AND RECREATION

Clackamas County, like all rapidly urbanizing areas, needs to set aside land and develop facilities for the recreation and enjoyment of its residents and visitors. Various types of parks, urban recreation trails, and a number of outdoor and indoor recreational facilities will be needed over the next 20 years. Recognizing the limitations of existing facilities, priorities and standards have been set for the acquisition and development of land for recreation purposes, with a strong emphasis on the urban area.

The initial step is a commitment to provide an adequate park and recreation system to meet the needs of the people. This commitment must be met, however, within an overall strategy that considers the other legitimate needs of County residents. Different types of budgetary and funding mechanisms will need to be used and many segments of the community involved, including all governmental jurisdictions and the private sector.

PARKS AND RECREATION GOALS

- Provide land, facilities and programs which meet the recreation needs of County residents and visitors.
- Establish an equitable means of financing parks and recreation facilities and programs.

9.B Parks and Recreation Policies

9.B.1 Establish the following park classifications and standards to guide the provision of parks and other recreation facilities throughout the County.

Policies 9.B.1.1 through 9.B.1.3 are detailed in Table 9-1.

9.B.1.4 The County will seek to establish a park and recreation system which maximizes access for walkers, hikers, bicyclists and transit riders.

9.B.1.5 The County will seek to provide improved access and conveniences for disabled people in its park and recreation facilities.

9.B.2 Acquire and develop park sites in the urban area in order to bring that part of the County up to adopted standards. Due to the significant lack of parks and open space, the north urban area should be given special emphasis, particularly the Oak Lodge and Overland/Kendall neighborhoods.

9.B.2.1 The following park land will be acquired by the County or other appropriate agency as soon as possible (see map 9-2 for subarea boundaries):

- Subarea A not in County parks planning area
- Subarea B neighborhood parks: 150 acres
community parks: 150 acres
metropolitan parks: 250 acres
- Subarea C neighborhood parks: 40 acres
community parks: 20 acres
metropolitan parks: 80 acres
- Subarea D not in County parks planning area

Following is the projected total parks acreage needed over the next 20 years:

- Subarea A not in County parks planning area
- Subarea B neighborhood parks: 225 acres
community parks: 225 acres
metropolitan parks: 450 acres
- Subarea C neighborhood parks: 75 acres
community parks: 75 acres
metropolitan parks: 150 acres
- Subarea D not in County parks planning area

(The above acreage requirements are based on the standards outlined in Policies 9.B.1.1 - 9.B.1.3, Metro 1987 population figures, and 2010 population forecasts.)

9.B.2.2 Parks and other recreation sites will be developed with facilities to meet the short-term recreation needs of residents (see the Parks, Open Space, Historic Sites Background Report for information on determining recreation needs). The following is a partial list of desirable facilities for Subareas B and C:

- 5-6 swimming pools
- 3,000 feet of swimming beach
- 300-400 miles of pedestrian ways (including sidewalks)
- 100-150 miles of bike trails
- 30 ball fields
- 35 tennis courts
- 2 community centers

Many other facilities will also be needed to meet the expected demand over the next 20 years.

- 9.B.3 Provision of recreation in rural areas must be closely coordinated with other local, state and federal agencies (e.g., school districts, Willamette Greenway Program).
- 9.B.4 Consider the need to protect environmentally sensitive areas from overuse as well as satisfy the needs of County residents and visitors in developing area park and recreation facilities.
- 9.B.5 Pursue the following priorities for recreation land acquisition and development, subject to review and update at regular intervals. As a general strategy, acquisition will have priority over development, due to the rate of urban development on good park sites.

9.B.5.1 Acquisition Priorities

- Priority 1: Land suitable for neighborhood or community park development in subarea B, recognizing the significant lack of both existing park facilities and available land. Action should be taken immediately to acquire as many suitable parcels as possible in the unincorporated urban area to assure an adequate amount of park land for the future.
- Priority 2: Neighborhood and community parks in subarea C. Parks should be acquired prior to or as residential areas are developed. Action should be taken immediately due to the rapid pace of development currently taking place in this area. Acquire community park sites within the open space network.
- Priority 3: A metropolitan park site for the eastern part of the urban area. This site should be centrally located and easily accessible to both Subareas B and C. Because of the requirements for this type of park, Mt. Talbert should be considered as a potential site.

9.B.5.2 Development Needs

- An urban trail system for both walking and bicycling, especially in conjunction with the development of neighborhood and community parks. Use should be made of open space linkages along creek and river banks, ridgelines, and existing rights-of-way. Open space dedication at the time of development will be used as a means of completing this trail system (see map 9-1).
- Swimming pools in community and metropolitan parks. A diversity of pool types is preferred, ranging from small, outdoor pools to a large, indoor, Olympic-sized pool.
- Neighborhood parks, which would include children's play equipment, picnic facilities, and informal open space. These parks should be strategically located so that no resident would

travel more than one mile to reach the facilities.

- Ball fields as part of neighborhood and community parks, with sufficient area for several different simultaneous activities.
- Multipurpose courts in neighborhood and community parks.
- Natural areas as part of all three major urban area park types.

9.B.5.3 Use the preceding list of needs as a general guide for acquiring and developing recreation areas in the County. The list should be updated at least once every two years. Any funds available for general park and recreation development should be used in these priority areas. Donations of land outside the urban area should be accepted by the County. Purchase of additional land in the rural portions of the County may be considered if the land is a significant natural area that is being seriously threatened.

9.B.5.4 Establish a park and recreation site selection process, with location as the primary determining factor. All future acquisition and development programs should also take into account: (a) areas of substantial need; (b) how well a site meets the relative recreation needs of the service area; (c) the suitability of environmental conditions; (d) fiscal feasibility; (e) threat of loss of valuable resource; and (f) opportunity for cooperative projects.

9.B.5.5 Use the following criteria when considering the timing of site acquisition: (a) unusually favorable acquisition opportunities; (b) the likelihood that the site will be lost to development; (c) the appreciation rate of property in the area; and (d) the existence of advantageous opportunities to cooperate with other public agencies or private organizations.

9.B.6 Require all new urban residential developments to contribute to the provision of park facilities in their communities proportionate to the need generated by the development and based on the park standards established in Policy 9.B.1.

9.B.6.1 Develop specifications for park and open space dedications and fees in coordination with urban area and/or local park acquisition programs. Options for the developer may be:

- Dedicate land for a new park on site which meets established standards and is approved by the County;
- Provide fees-in-lieu of park land or contribute to a systems development fund or other appropriate fund (see Process Chapter, Policy 11.B.10) in proportion to the standard; or
- Some combination of the above.

- 9.B.6.2 Provide for a density bonus to be available for land developed with recreation facilities dedicated to public use. The bonus will be used to encourage the provision of public recreation facilities in conjunction with large development projects (see Density Bonus Section of the Housing Chapter).
- 9.B.7 Establish an urban area service district, or initiate the formation of a parks and recreation district to provide a full range of recreation facilities and programs to urban residents.
 - 9.B.7.1 Provide for the district to assume ownership, planning, administration, acquisition, development and maintenance of all parks in the urban part of the County.
 - 9.B.7.2 Provide for the district to initiate a recreation program, coordinate the use of publicly operated recreation facilities, and provide access to recreation services for all County residents, focusing on the special needs of urban area residents. The recreation program will attempt to meet the recreation needs of all age groups and serve as many different interest groups as possible. Potential programs include: soccer, softball, baseball, and basketball leagues; gymnastics, martial arts, volleyball, and exercise classes; arts and crafts classes; swimming lessons; free play time in a gymnasium for children and adults; and other activities. User or participant fees will be kept as low as possible, while an attempt will be made to recoup many of the costs involved in each program.
 - 9.B.7.3 Allow the district to take over ownership and maintenance of all dedicated open space upon approval of the organization (e.g., homeowners association) or agency which holds the title.
- 9.B.8 Use all available and responsible means to reduce the cost of acquisition, development, operation and maintenance of parks and recreation facilities, while working toward the provision of facilities and programs specified in Policies 9.B.1 and 9.B.6.
 - 9.B.8.1 Develop a capital improvements program for parks and recreation facilities to make efficient use of all funding sources and to plan for needed facilities and their maintenance.
 - 9.B.8.2 Seek to place idle park or open space lands into revenue producing interim uses compatible with their ultimate use and with environmentally sound land management practices (e.g., agriculture, selective timber harvest, community gardens).

- 9.B.8.3 Prepare park development plans which easily adapt to changing conditions and the changing needs of County residents. Plans will phase development, where appropriate, in order to assess whether full development is warranted. Consideration will be given to materials and technologies that reduce development and long-term maintenance costs while maintaining environmental compatibility.
 - 9.B.8.4 Encourage the private sector to help meet the recreation needs of County residents and visitors. The recreation program should use private facilities on a program-by-program basis when public facilities are not available. Where appropriate, nonprofit organizations will be encouraged to operate special purpose parks and facilities (e.g., nature exhibits, historic sites).
 - 9.B.8.5 Support legislation to enable local governments to use up to 25 percent of their federal park and recreation grants for normal park operation and maintenance, rather than just for acquisition and development.
- 9.B.9 Coordinate County activities with other agencies and organizations to provide park and recreation facilities.
- 9.B.9.1 Coordinate the development of facilities and programs with the cities and school districts when mutual concerns exist.
 - 9.B.9.2 Explore joint development projects in order to provide facilities needed by residents of both incorporated and unincorporated areas.
 - 9.B.9.3 Avoid duplication of facilities through coordination with state and federal agencies and the private sector.
- 9.B.10 Ensure opportunities for citizen participation in park and recreation decisions as provided in the Citizen Involvement Chapter and Policy 9.A.5 of the Open Space Section of this chapter.

HISTORIC LANDMARKS, DISTRICTS, AND TRANSPORTATION CORRIDORS

Clackamas County has a rich and unique heritage from its founding through its development over time. Historic sites, objects, structures, and transportation corridors still remain which represent prehistory, the era of the Territorial Government, western migration along the Oregon Trail, the existence of the first and longest running electric street car line in the nation, the influence of the railroad on development and our heritage as an agricultural and lumber based economy. We are the stewards of these historic resources and charged through state law to protect and preserve them.

Cultural, economic, and social benefits can come from preservation of the County's historic resources. There is cultural value in establishing firm, visible links with the past. Economic benefits include enhanced property values, savings in structure replacement costs, tourism, and, in commercial areas, strengthened retail sales. Social and community benefits appear in the renewal of older neighborhoods and the increased pride fostered in the residents.

To effectively preserve historical resources, an evaluation must determine which structures and sites are worthy of preservation. A method of regulating the use or demolition of historic resources would then be necessary to protect them. It is essential that the County make a firm commitment to protect its historic resources.

Individual descriptions and maps of Clackamas County Historic Landmarks which are located within the urban area of the County can be found in the Clackamas County Historic Landmarks book, adopted by Clackamas County.

A detailed mapping project of the Barlow Road, the westernmost segment of the Oregon Trail, was undertaken in 1988. This document, entitled Maps of the Barlow Road, Mt. Hood to Oregon City, Clackamas County, prepared by the Planning and Economic Development Division, exhibits maps of the historic road corridor as well as associated historic sites. It also includes recommendations for a more detailed survey to assist in the preservation and management of this historic resource.

HISTORIC LANDMARKS, DISTRICTS, AND TRANSPORTATION CORRIDORS GOAL

- Preserve the historical, archaeological, and cultural resources of the County.

9.C Historic Landmarks, Districts, and Transportation Corridors Policies

- 9.C.1 Conduct a comprehensive inventory in the County of historic areas, sites, structures, and objects. Inventory the location, quantity and quality of these resources using state and federal criteria.

- 9.C.2 The County adopts the Barlow Road Historic Corridor as defined by the Barlow Road Survey Project and the Barlow Road Background Report and Management Plan as a Clackamas County Historic Corridor. All provisions of the Historic Landmarks, Historic Districts and Historic Corridors Ordinance shall apply to the designated sites and historic corridor of the Barlow Road.
- 9.C.3 Develop criteria to further evaluate the significance of these historic resources using state and federal criteria as models.
- 9.C.4 Zone properties Historic Landmark (HL), Historic Districts (HD), or Historic Corridor (HC) which are determined significant by the evaluation criteria.
- 9.C.5 Identify conflicts by analyzing the economic, social, environmental, and energy consequences of land use actions with regard to significant historic resources.
- 9.C.6 Develop policies and programs to protect historic resources and minimize the conflicts.
- 9.C.7 Pursue private and public sources of funding for use by property owners in the renovation and maintenance of historic properties.
- 9.C.8 Pursue options and incentives to allow productive, reasonable use, and adaptive reuse of historic properties.
- 9.C.9 Appoint an Historic Review Board whose role is to protect and preserve Historic Landmarks, Districts, and Corridors and who individually have demonstrated interest and expertise in the field of Historic Preservation. This Board shall be empowered to:
 - 9.C.9.1 Recommend zoning of Historic Landmarks, Historic Districts, and Historic Corridors.
 - 9.C.9.2 Review alterations, new construction land divisions, and proposed demolition on all Landmark, District, and Corridor properties.
 - 9.C.9.3 Provide technical assistance and conduct workshops to provide an educational forum for historic preservation to broaden community awareness and public participation.
 - 9.C.9.4 Coordinate local preservation programs, including signing, plaques or other monumentation, driving and walking tour brochures, and other informational pieces.
 - 9.C.9.5 Make recommendations for designation of sites on the National Register of Historic Places.

MOUNT HOOD COMMUNITY PLAN

The Mt. Hood area is unique, and the policies of the Mt. Hood Community Plan recognize this character. The economy of the community is dependent upon the conservation of the environment, which creates the setting so attractive to both residents and visitors. The Mt. Hood Community Plan, in conjunction with the rest of the Comprehensive Plan, provides the guidelines to assure reasonable development potential consistent with the need for environmental conservation.

The rest of the Comprehensive Plan is applicable to the Mt. Hood area; however, the Mt. Hood Community Plan takes precedence where conflicts exist.

The Mt. Hood Community Plan contains some policies that are in addition to, or different from, the rest of the Comprehensive Plan in four subject areas: Land Use, Public Facilities, Transportation, and Planning Process.

LAND USE

In the Mt. Hood area, the Forest, Agriculture, Rural, Rural Commercial, Urban Low Density Residential, Community Commercial, and Open Space land use plan designations are applicable. Additionally, the Mountain Recreation designation may be applied. All land designated Urban in the Mt. Hood area is Immediate Urban. The three village areas of Government Camp, Rhododendron, and Wemme/Welches are recognized for their separate character and individual environment.

10.A Village Area Policies

10.A.1 Government Camp

- 10.A.1.1 The Government Camp Village is identified as an Urban Unincorporated Community in compliance with Chapter 660, Division 22 of the Oregon Administrative Rules (OARs).
- 10.A.1.2 Provide for a high intensity development character.
- 10.A.1.3 Development of US Forest Service lands may occur only if it complies with the US Forest Service regulations. Upon completion of a land transfer to private ownership, development of these lands may occur only if it complies with the provisions of this Plan.
- 10.A.1.4 Provide for pedestrian circulation and access within the business center.
- 10.A.1.5 Require new commercial or residential development of more than three units to provide a plan for snow removal and stockpiling.
- 10.A.1.6 Require one on-site parking space for each single-family residence developed on a lot of record existing prior to the adoption of this provision.

[10-MH-1]

10.A.1.7 Require all new residential development of more than three units to provide covered parking.

10.A.2 Rhododendron

10.A.2.1 Provide for a development character of low intensity.

10.A.3 Wemme/Welches

10.A.3.1 Provide for a development character of medium intensity.

10.A.3.2 Encourage development of recreational-resort facilities to provide accommodations for the users of the area's recreational amenities.

10.A.3.3 Encourage development of a shuttle bus system to provide access to the ski areas.

10.B Residential Policies

10.B.1 Property may be zoned Recreational Residential in areas designated Rural within the Mount Hood Community Plan, when all of the following criteria are met:

10.B.1.1 Parcels are generally two acres or smaller,

10.B.1.2 The area is significantly affected by development, and

10.B.1.3 There are no natural hazards and the topography and soils conditions are well-suited for the location of homes.

10.B.2 Allow density bonuses within the Low Density Residential and Mountain Recreation designations pursuant to Chapter 6, *Housing*, and the Zoning and Development Ordinance. In the Mountain Recreation designation, units allowed through the density bonus provisions shall be developed with the same unit size mixture as provided in the base density for the development. For example, if a development is proposed with a mixture of 50 units of 700 square feet each, and 50 units of 500 square feet each, and a bonus density of 10 units is allowed—the ten units shall include five units of 700 square feet each, and five units of 500 square feet.

10.B.3 The Low Density Residential land use plan designation may be applied within the Mt. Hood urban area, according to the policies for designation stated in Chapter 4, *Land Use*.

10.B.4 Implement the Low Density Residential designation by application of only the Hoodland Residential (HR) zone, which shall allow a maximum density of four units per acre.

10.B.5 The Mountain Recreation areas provide overnight housing for the users of the recreational facilities in the Mt. Hood area, in addition to providing for a variety in housing types at a density higher than allowed in the Low Density Residential areas. Uses allowed include multifamily dwellings, resort housing, and motels.

10.B.5.1 The Mountain Recreation designation may be applied within the Mt. Hood urban area, when all of the following criteria are met:

10.B.5.1.a The land is located within a village district,

10.B.5.1.b Public sewer and a State-approved water system are available and adequate to support the development potential of this designation, and

10.B.5.1.c The pattern and character of development within the area would not be adversely affected by uses allowed by this designation.

10.B.5.2 Recognize the unique character of individual village districts by varying density according to the village.

10.B.5.2.a In Wemme/Welches and Rhododendron, encourage a variety of housing types and individual unit sizes by calculating density based on floor area, according to the following development level chart:

Floor Area per unit in sq. ft.	No. of units per acre at development levels	
	Wemme/Welches	Rhododendron
1200+	6	4
1000-1199	7	5
800-999	8	6
600-799	10	8
400-599	14	12
200-399	32	22

10.B.5.2.b In Government Camp, allow a density of 22 units per acre.

10.B.5.3 Allow incidental commercial uses within a development in the Mountain Recreation area, as a limited use.

10.B.5.4 Implement the Mountain Recreation designation with the Mountain Recreational Resort zone.

10.B.6 Establish density standards for fragile or hazardous areas within the Mt. Hood urban area as follows:

10.B.6.1 Land within the 100-year floodplain shall be excluded from land area calculations; there is no density credit allowed for this area.

- 10.B.6.2 Except as modified by policy 10.B.7, identified land movement areas, wetlands, and slopes over 25 percent shall not be developed; 50 percent of the density allowed by zoning may be transferred to an unrestricted area within the development.
 - 10.B.6.3 Except as modified by policy 10.B.7, development shall not occur within stream corridor areas; 100 percent of the density allowed by zoning may be transferred to an unrestricted area.
- 10.B.7 Notwithstanding policies 10.B.6.1-10.B.6.3, one single-family dwelling may be developed on a lot of record, provided that such development is otherwise consistent with the provisions of the Comprehensive Plan and the Zoning and Development Ordinance. The policies stated in policies 10.B.6.1-10.B.6.3 apply only to residential development; all other development shall be controlled by other provisions of the Comprehensive Plan and by the Zoning and Development Ordinance.
- 10.B.8 Implement dimensional and development standards to address compatibility, function, and aesthetics.

10.C Commercial Policies

- 10.C.1 The Community Commercial land use plan designation may be applied in the Mt. Hood urban area, according to the criteria for designation stated in Chapter 4, *Land Use*.
 - 10.C.1.1 Implement the Community Commercial designation by application of only the Rural Tourist Commercial (RTC) zoning district.
 - 10.C.1.2 Apply the density standards of Policy 10.B.5.2.a of the Residential section to resort accommodations in Community Commercial areas in Wemme/Welches and Rhododendron, and allow 50 units per acre in Government Camp.
- 10.C.2 The Rural Commercial land use plan designation may be applied outside of the Mt. Hood urban area, according to the criteria for designation stated in Chapter 4.
- 10.C.3 The Neighborhood Commercial zone shall not be applied in the Mt. Hood area.
- 10.C.4 Implement dimensional and development standards to address compatibility, function, and aesthetics.

10.D Open Space Policies

- 10.D.1 All areas within the 100-year floodplain, wetlands, and slopes exceeding 25 percent in the Mt. Hood area shall be designated Resource Protection Open Space. See Maps 10-MH-1, 10-MH-2, and 10-MH-3.
- 10.D.2 For the Government Camp Urban Unincorporated Community, there are two Open Space designations that are implemented through the Government Camp Open Space Management District: (1) Public and Community Use, and (2) Buffer areas.
 - 10.D.2.1 Designate Public and Community Use areas for utility facilities and public and private recreation uses and structures, including ski facilities, ice skating arenas, and indoor and other outdoor athletic and sport training facilities.
 - 10.D.2.2 Designate buffer areas as open to maintain the area’s environmental character and residential privacy. Development shall be minimized in these areas to the fullest possible extent.
- 10.D.3 Open space uses shall not substantially contribute to vehicular trip generations.

PUBLIC FACILITIES

10.E Public Facilities Policies

- 10.E.1 Prohibit lot divisions or development requiring subsurface disposal systems, within the Mt. Hood urban area, except for:
 - 10.E.1.1 Remodeling or additions to existing development, when such remodeling would not require any alteration or expansion of the subsurface disposal system, or
 - 10.E.1.2 Parcels with unique topographic or other natural features which make sewer extension impractical.
- 10.E.2 Ensure that subsurface sewage disposal systems in non-urban areas are allowed only when lot sizes give maximum assurance that no failures will occur that could require annexation to the Hoodland Service District.
- 10.E.3 Extension of sanitary sewer service to lands outside an unincorporated community boundary may be allowed in the Hoodland Service District or Government Camp Sanitary District boundary only under the following circumstances:

- 10.E.3.1 The property is located within an acknowledged unincorporated community boundary or the sanitary sewer line extension is the only practicable alternative to resolve a health hazard as defined by the State of Oregon; or
- 10.E.3.2 The sanitary sewer extension provides service to an existing, committed nonforest public use area, such as Timberline Lodge and its related facilities, Silcox Hut, or a Boy Scout lodging facility provided: (1) these uses are approved as an exception to Statewide Planning Goal 4; and (2) the extension is approved as an exception to Statewide Planning Goal 11.
- 10.E.4 The Government Camp Water System Master Plan, dated July 2000, shall be acknowledged as the water element of the Government Camp Facilities Plan.
- 10.E.5 The Government Camp Sanitary District Wastewater Facilities Plan, dated October 1995, shall be acknowledged as the sanitary sewer element of the Government Camp Facilities Plan.
- 10.E.6 The County shall acknowledge periodic updates of the sanitary sewer, water and transportation elements of the Government Camp Facilities Plan.
- 10.E.7 Review of development applications shall be coordinated with all service agencies to ensure facility service capacity is available to new developments.

TRANSPORTATION

The development of the transportation system shall be in accordance with the following policies.

10.F Transportation Policies

- 10.F.1 Encourage intersection improvements at the following intersections with US 26:
 - East Brightwood Loop
 - East Lolo Pass Road
 - East Welches Road
 - Highway 35
 - Entrance to Multorpor Ski Bowl facilities
 - Government Camp Loop

- 10.F.2 Encourage development of a loop road south of US 26 in Government Camp. The loop would complete access from the west to the east side of Government Camp, and would improve access to the Multitorpor/Ski Bowl facilities. Interchanges should be developed at the intersections with US 26.
- 10.F.3 Recognize the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan* as the guiding document for the development of a connected multi-modal system within the Villages of Mt Hood, as established pursuant to Clackamas County Code, Chapter 2.10.
- 10.F.4 Cooperate with the Oregon Department of Transportation (ODOT) to maintain a reasonable level of service and safety on US 26, in the Mt. Hood Corridor.
 - 10.F.4.1 Limit access to US 26, and encourage shared access where access to US 26 is necessary.
 - 10.F.4.2 Focus access management strategies on areas where access points are not defined and where driveways can be consolidated with new development or redevelopment according to the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan*.
 - 10.F.4.3 Encourage redesign of older platted areas along US 26, to reduce the number of access points.
 - 10.F.4.4 Encourage the development of alternatives to automobile transportation to ski facilities, to reduce parking needs at ski areas and to reduce congestion on US 26. Individual developers and existing resort facilities should be encouraged to provide shuttle systems or other facilities such as an aerial tram between Government Camp and Timberline Lodge.
 - 10.F.4.5 Coordinate with the community and ODOT to refine the design and location of safe and convenient pedestrian and bicycle crossings across US 26, enhanced with rapid flashing beacons or other safety measures and/or signals as identified in the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan* and Tables 5-3a-d and Map 5-11b.
 - 10.F.4.6 Support the design and construction of a multi-use path adjacent to US 26 connecting Wildwood Recreation Site to E. Salmon River Road according to the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan*.
- 10.F.5 Cooperate with ODOT to provide a rest area and information center between Sleepy Hollow and Zigzag.

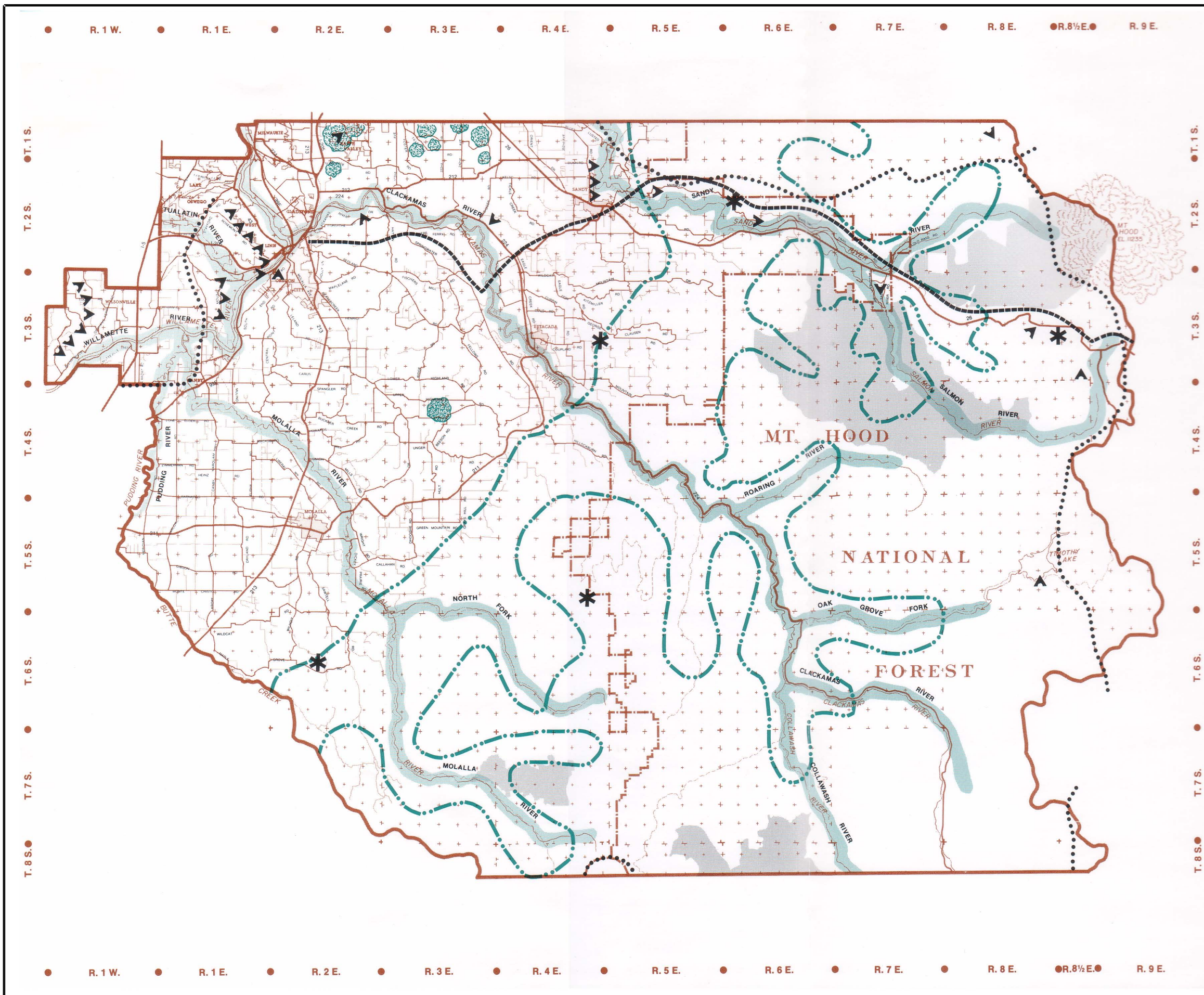
- 10.F.6 Encourage development of a community-wide network of pedestrian trails.
 - 10.F.6.1 Ensure continued public access to recreation trails shown on Map 10-MH-5-and located within the Government Camp Urban Unincorporated Community boundary. Provisions may be made through appropriate legal documents, and may include requirements such as retaining conservation easements on these lands.
 - 10.F.6.2 Encourage the efficient connection of Forest Service trails located outside the Government Camp Urban Unincorporated Community Boundary to trail systems located within the boundary, to provide an integrated network of walkways, bikeways, and trails.
 - 10.F.6.3 Support connections to destinations and to Forest Service and Bureau of Land Management trails as part of an integrated network of pedestrian and bicycle facilities.
- 10.F.7 Support development and installation of gateway signs that identify the entrances of the Villages at Mt. Hood.
- 10.F.8 Promote active transportation by providing wayfinding signs including signs to an existing underpass and “bike hubs” – areas of secure and sheltered parking, benches, bike tools, and/or other amenities – to maximize investment in existing and new transportation facilities that accommodate multimodal travel and tourism in the Villages at Mt. Hood.
- 10.F.9 Support continuation and/or expansion of a shuttle bus system providing access to the Villages at Mt. Hood and ski areas.
- 10.F.10 Enhance existing and planned transit facilities and services by providing supportive facilities and features such as park and ride facilities and wayfinding signs in the Villages at Mt. Hood.
- 10.F.11 Support the development of pedestrian and bikeway connections along Huckleberry Drive, Woodsey Way and Learning Lane in order to provide safe routes to schools.

THE PLANNING PROCESS

10.G Planning Process Policies

10.G.1 The statements of issues and alternatives and the inventories and data of the 1976 Mt. Hood Community Plan, the 1976 Mt. Hood Planning Unit Draft Environmental Statement, 1989 Government Camp Village Revitalization Plan and Report, 1999 Government Camp Village Design Incentives Plan, 1980 Summit Ski Area Expansion Environmental Assessment Report, 1981 Multorpor Ski Bowl Master Plan, 1995 Government Camp Sanitary District Wastewater Facility Plan, 2000 Government Camp Water System Master Plan, 2000 Rural Transportation System Plan, Mt. Hood Corridor Plan-Final Environmental Impact Statement, and the revisions and additions to these documents are adopted as background reports for the policies and designations of the Mt. Hood Community Plan.

10.G.2 The *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan* is adopted as a background report for the policies and designations of the Mount Hood Community Plan.



SCENIC & DISTINCTIVE RESOURCE AREAS

-  Principal River Corridors
-  Wilderness Areas
-  Buttes
-  Unique / Natural Features *
-  Viewpoints
-  Upper & Lower Limits of Winter Range (Deer, Elk - 3000' Elevation)
-  Barlow Road Historic Corridor (Oregon National Historic Trail)
-  Recreation Trails, Existing / Proposed

Scenic Roads - See Map 5-1

* Source: Nature Conservancy

Clackamas County Comprehensive Plan

Map 4-7b: Mt. Hood Corridor Land Use Plan

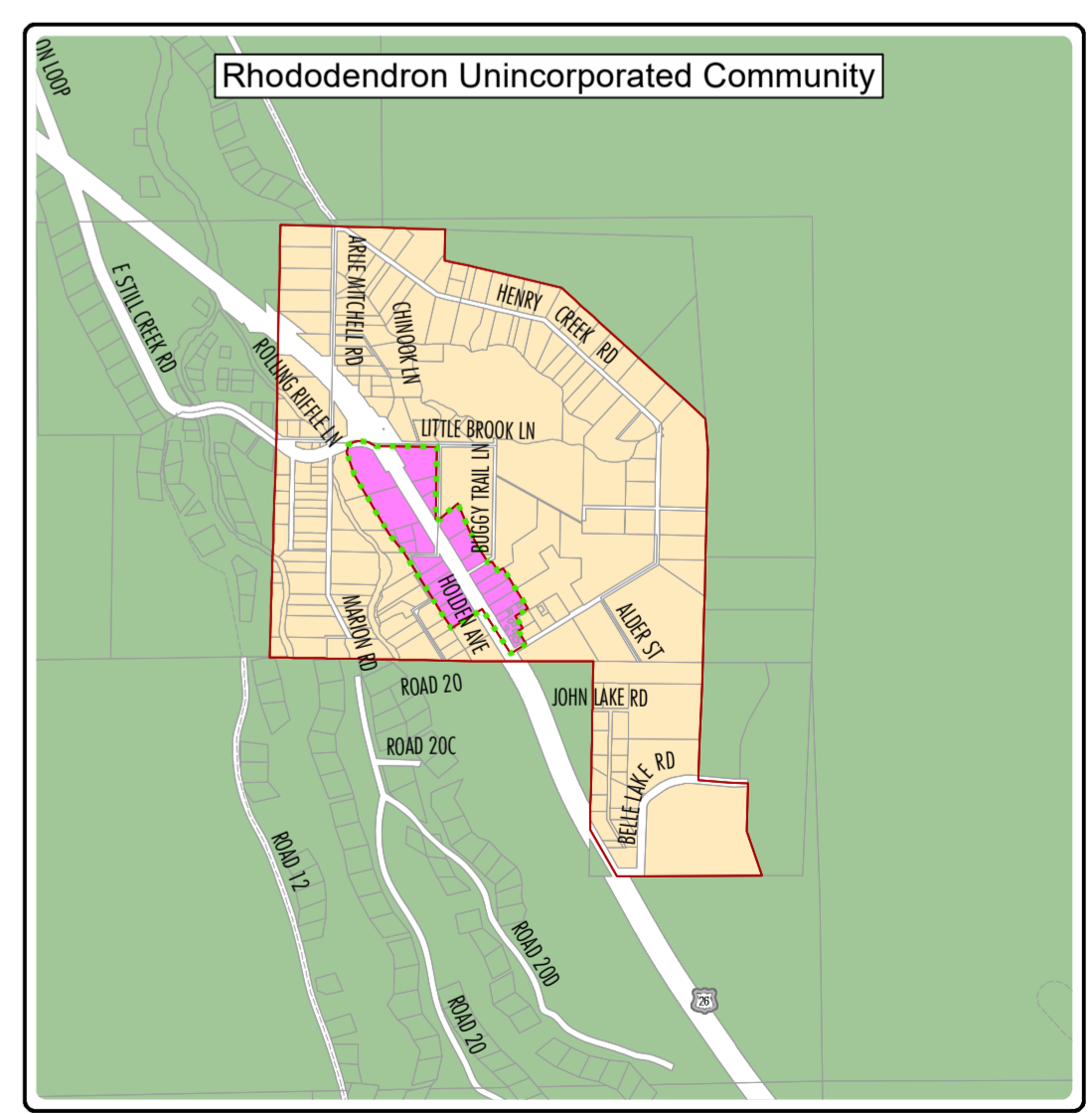
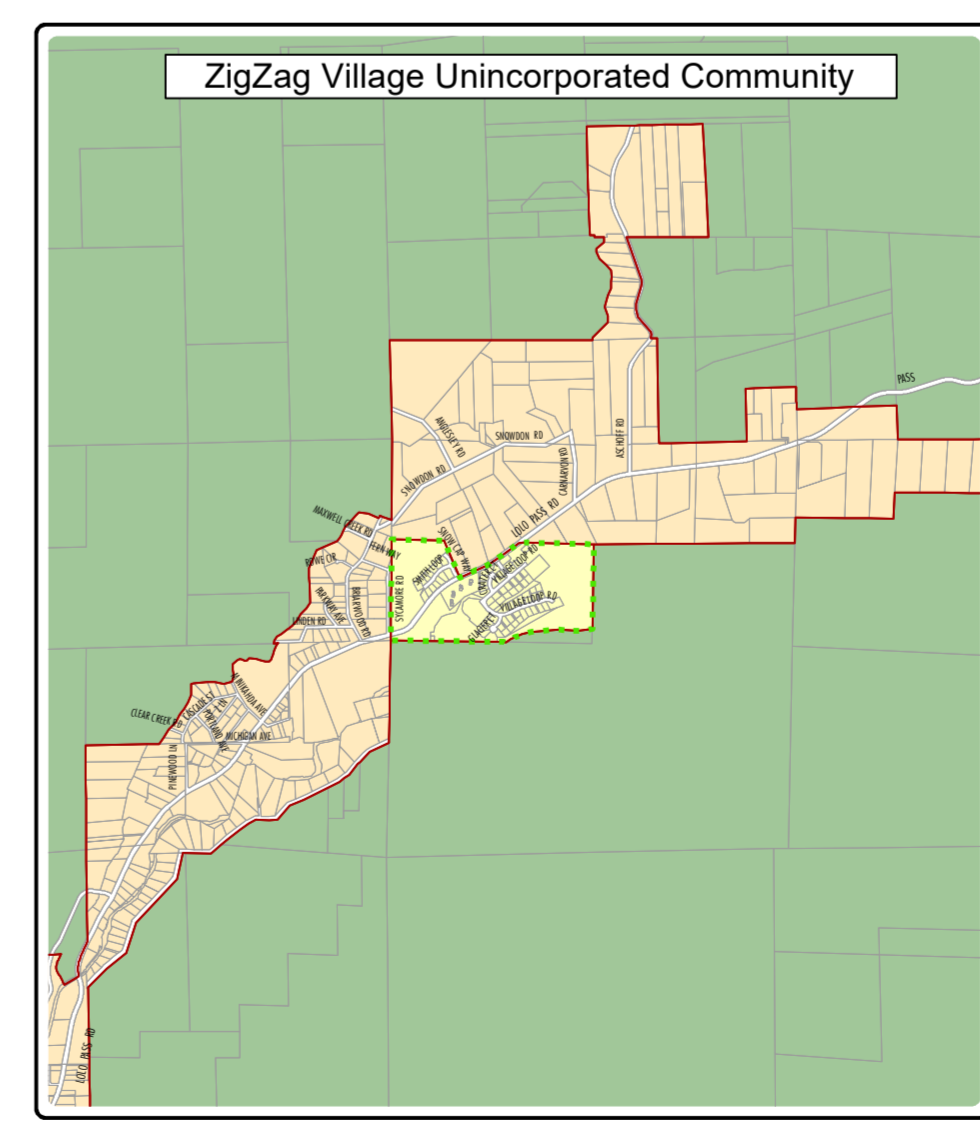
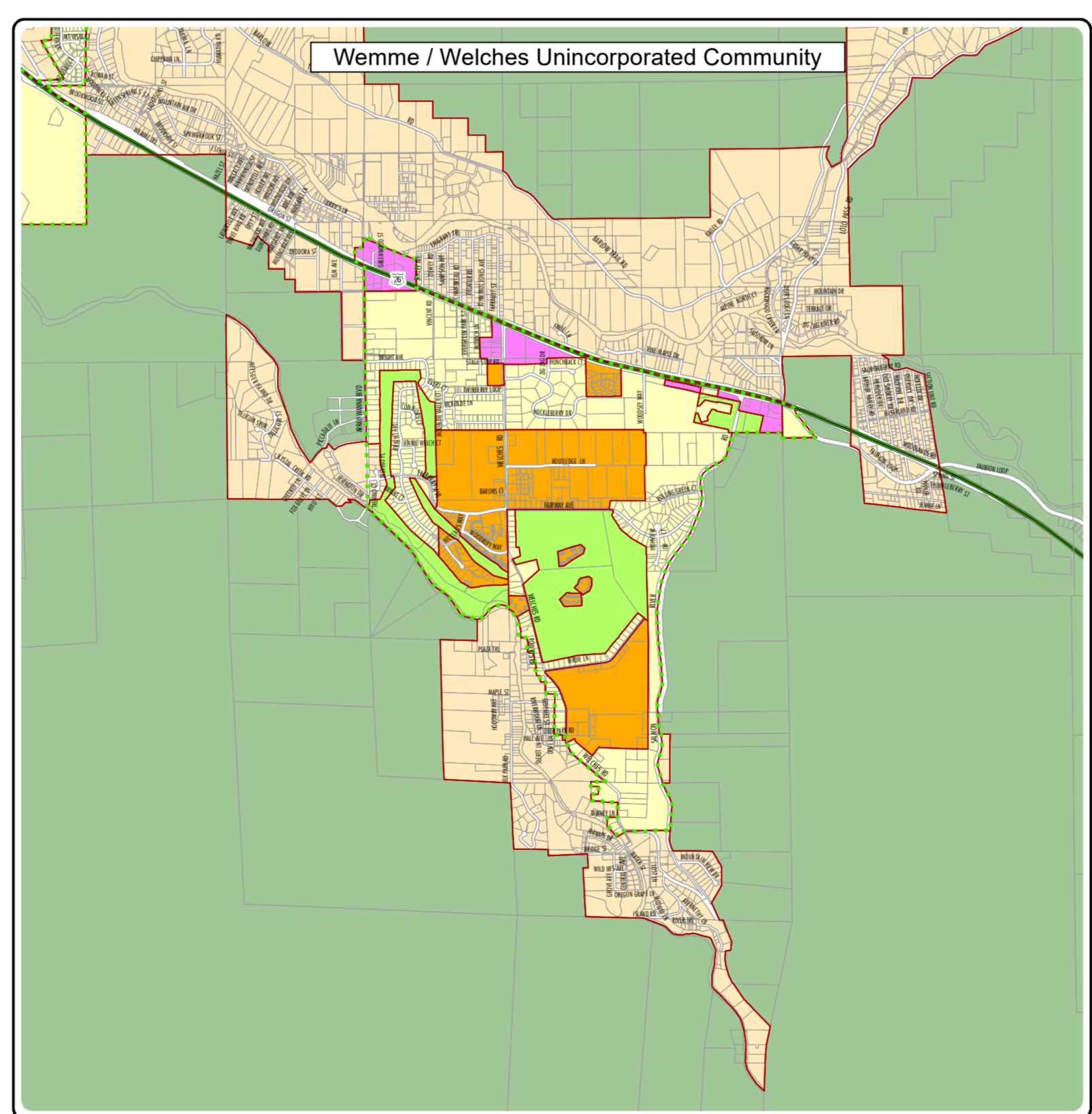
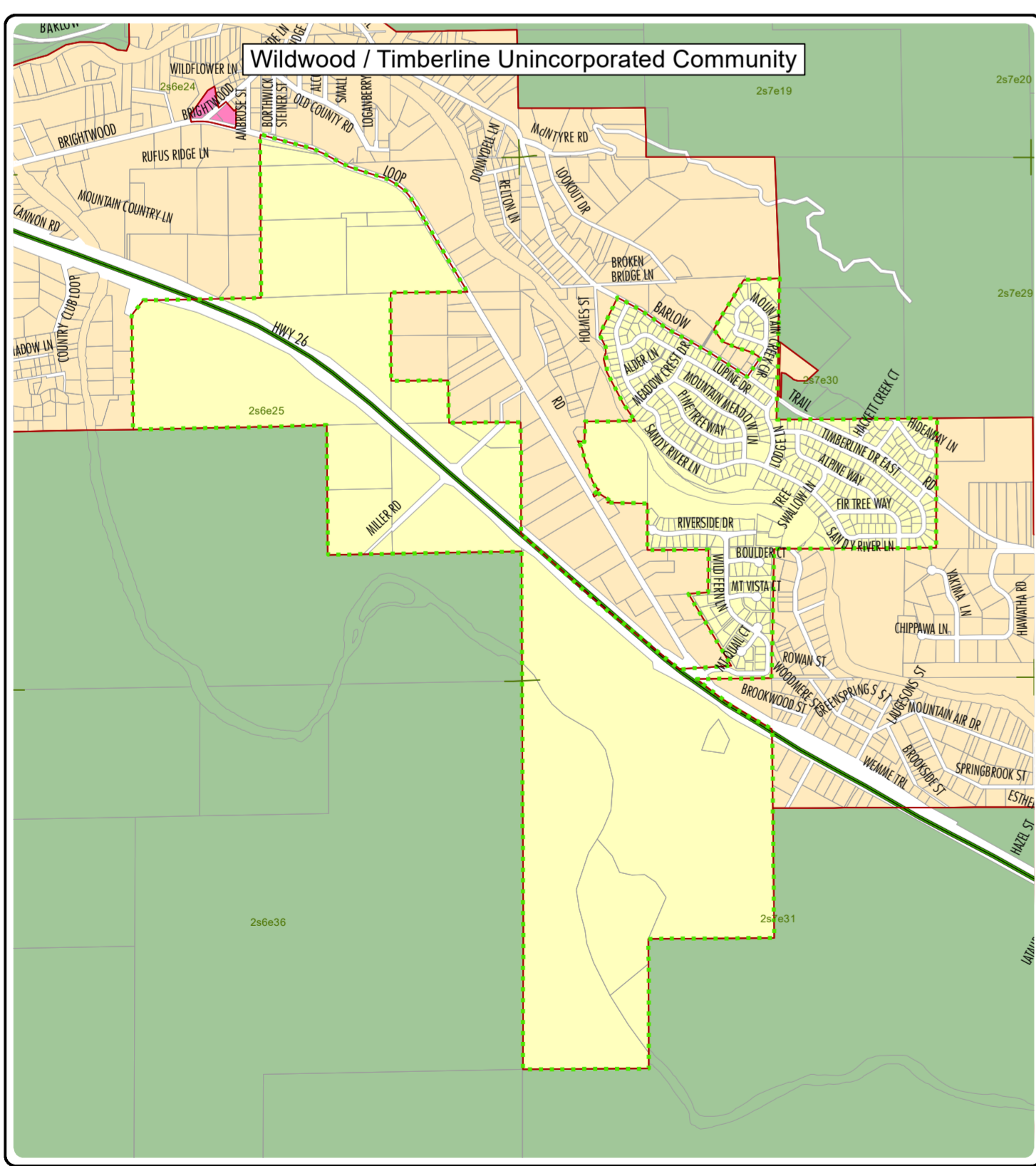
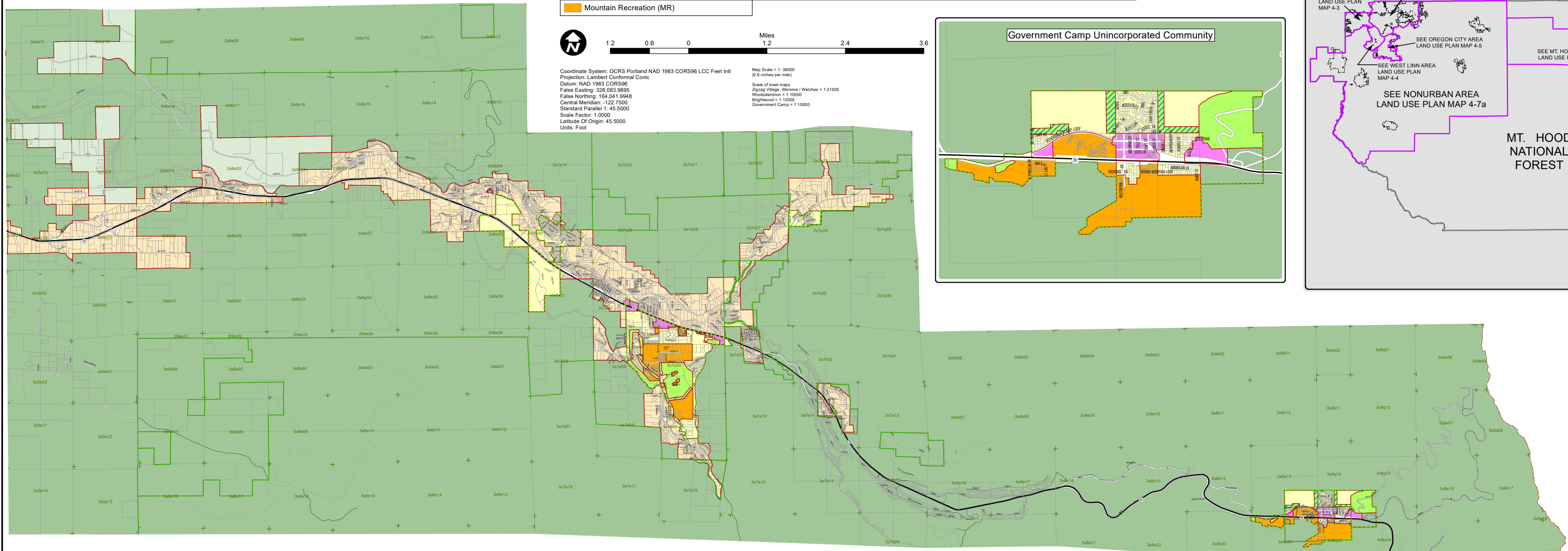
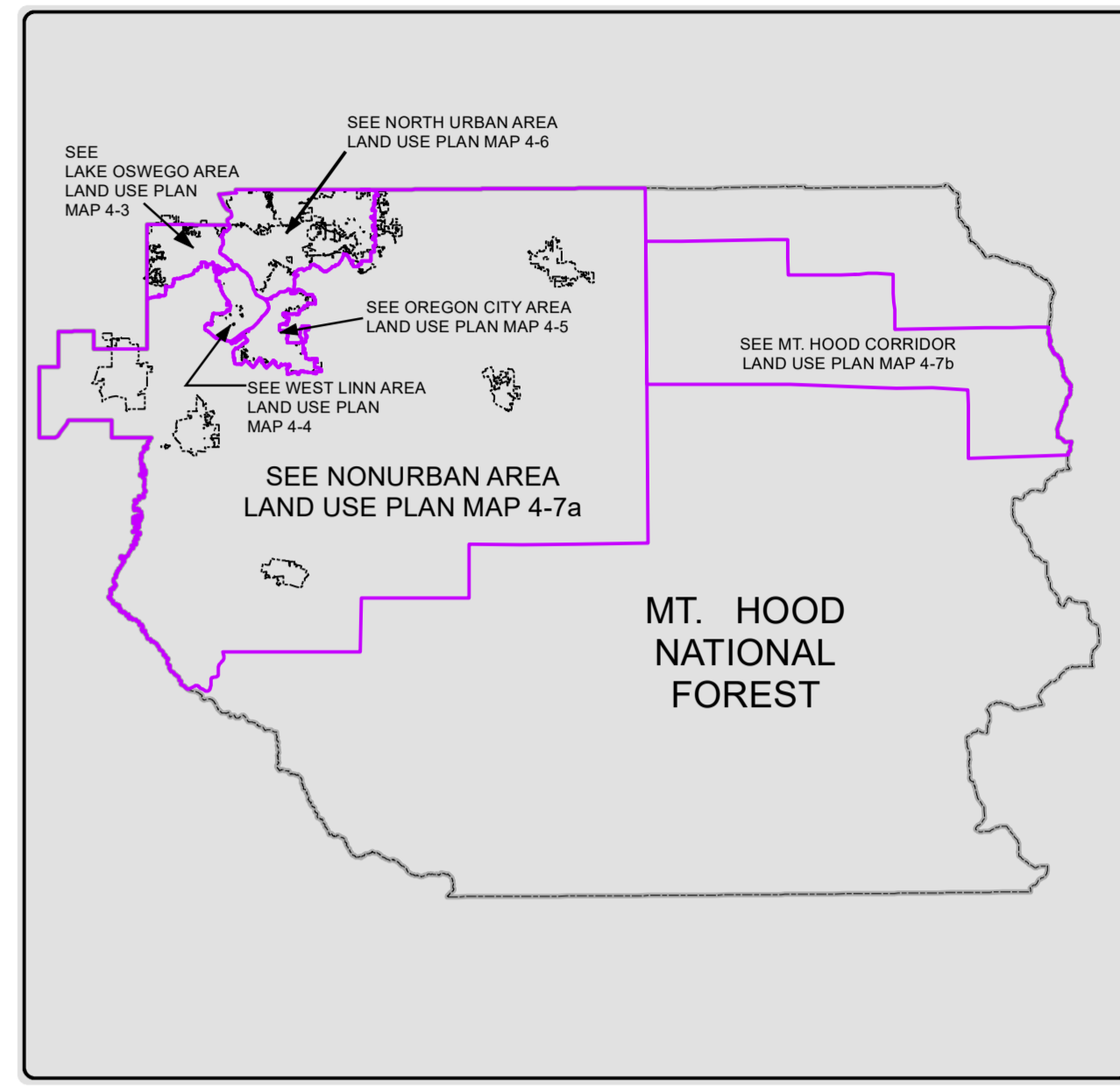
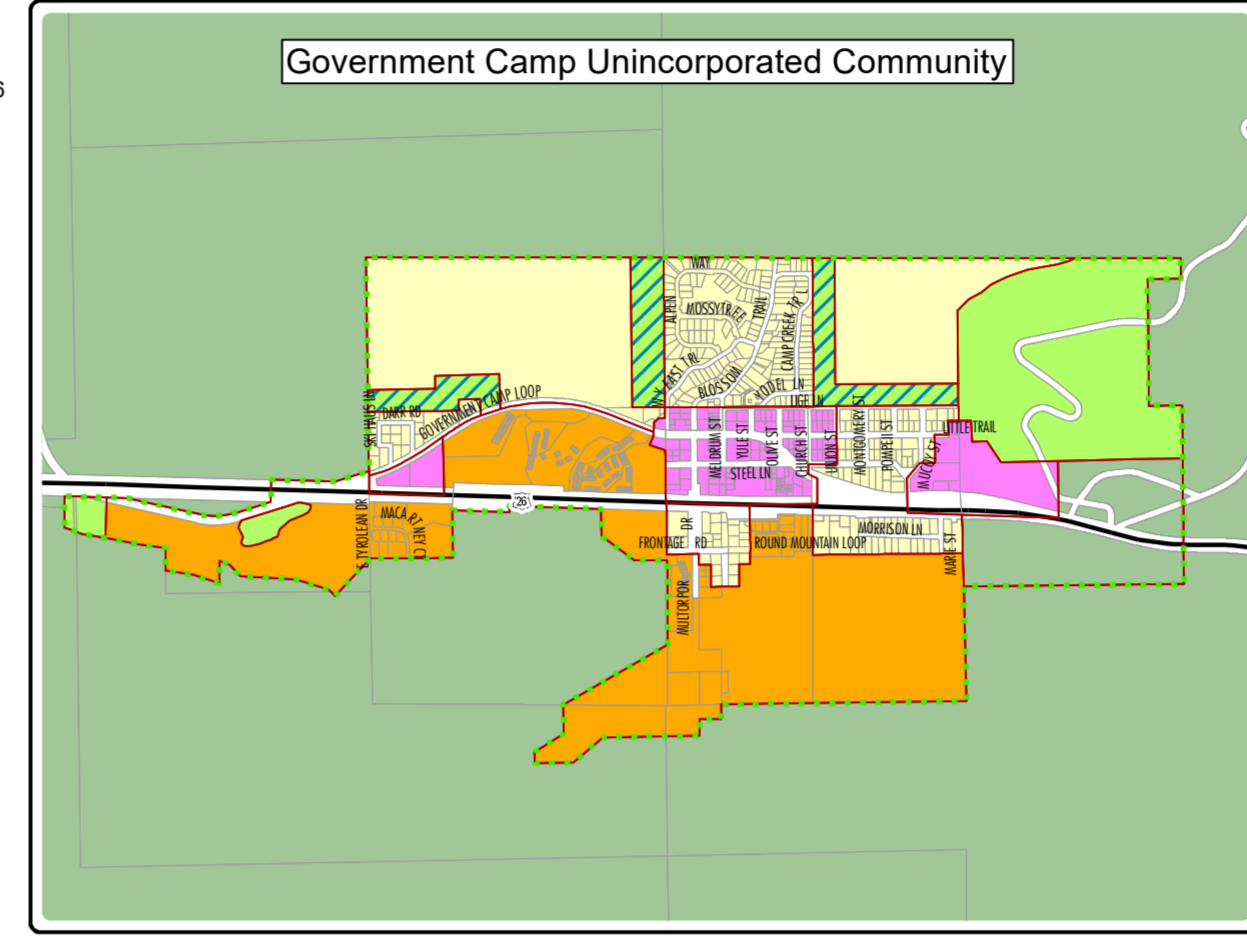
Date of Last Plan Amendment: November 30, 2000

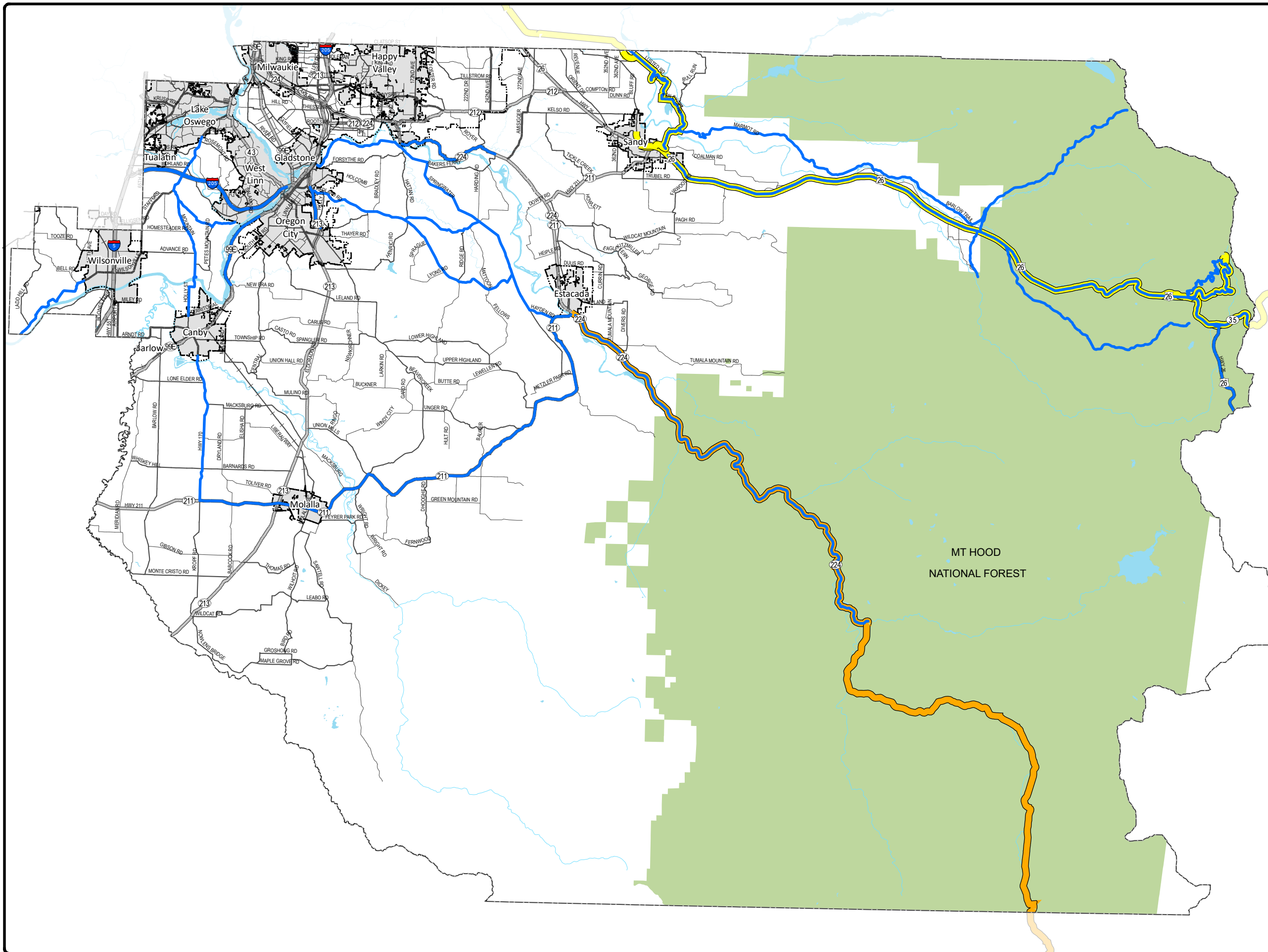
Legend		
Natural Resource Plan Designations	Commercial Plan Designations	Boundaries
Forest (F)	Rural Commercial (RC)	Clackamas County
Agriculture (AG)	Community Commercial (CC)	Urban Growth Boundary
Residential Plan Designations	Open Space Plan Designations	Unincorporated Community
Rural (R)	Public and Community Use Open Space (PCU)	Mt. Hood National Forest
Low Density Residential (LDR)	Buffer Open Space (BUF)	City Boundaries
Mountain Recreation (MR)		



Coordinate System: OCRS Portland NAD 1983 CORS96 LCC Feet Intl
 Projection: Lambert Conformal Conic
 Datum: NAD 1983 CORS96
 False Easting: 328,083.9895
 False Northing: 164,041.9945
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 Standard Parallel 1: 45.5000
 Scale Factor: 1.0000
 Latitude Of Origin: 45.5000
 Units: Foot

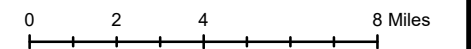
Map Scale = 1:30000
 (0.6 inches per mile)
 Scale of inset maps:
 Zigzag Village, Wemme / Welches = 1:21500
 Rhododendron = 1:11000
 Biggswood = 1:12500
 Government Camp = 1:19000





Scenic Roads

- Scenic Roads
- Mt Hood Scenic Byway
- West Cascades Scenic Byway
- Urban Growth Boundary
- Incorporated City
- Mt. Hood National Forest



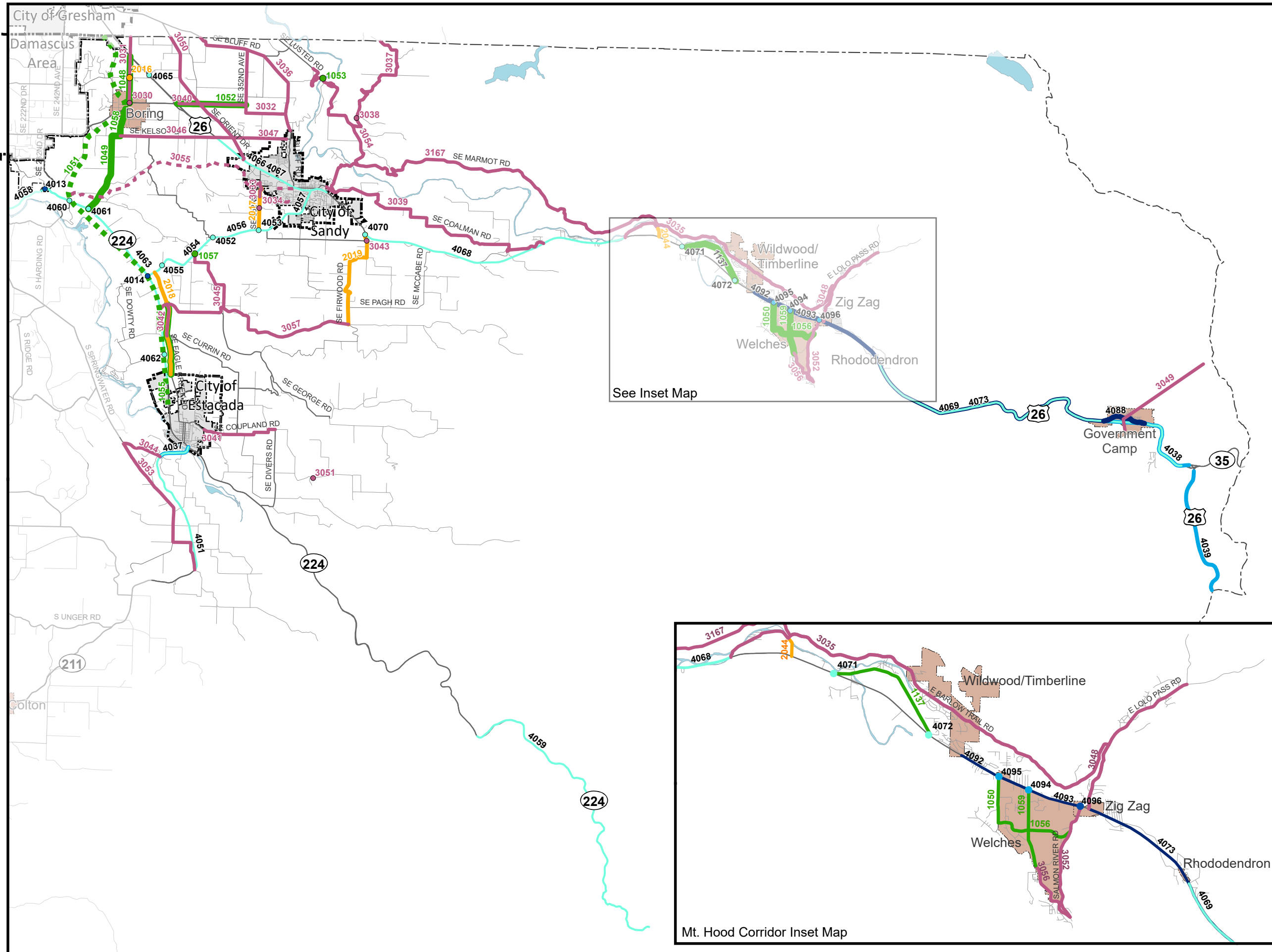
Last Amended June 11, 2020



The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions. The official Comprehensive Plan map is on file in the Clackamas Planning and Zoning Division. If you have additional questions regarding this map, please contact the Planning and Zoning Division.

COMPREHENSIVE PLAN

MAP 5-1



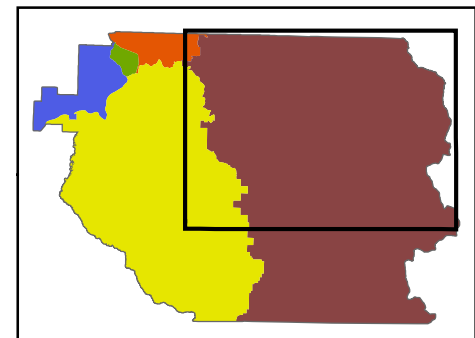
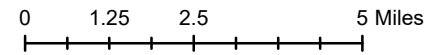
Capital Improvement Plan

East County

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

- Projects on Non-County Facilities**
- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbologies shown above



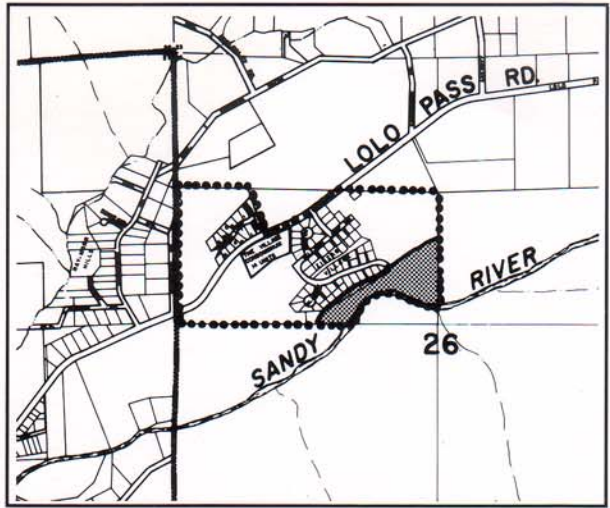
Last Amended June 11, 2020



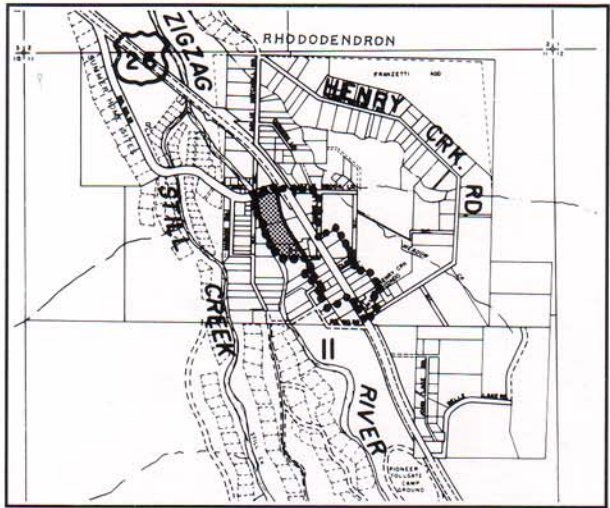
CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11b

Mt. Hood Corridor Inset Map



ZIGZAG VILLAGE



RHODODENDRON

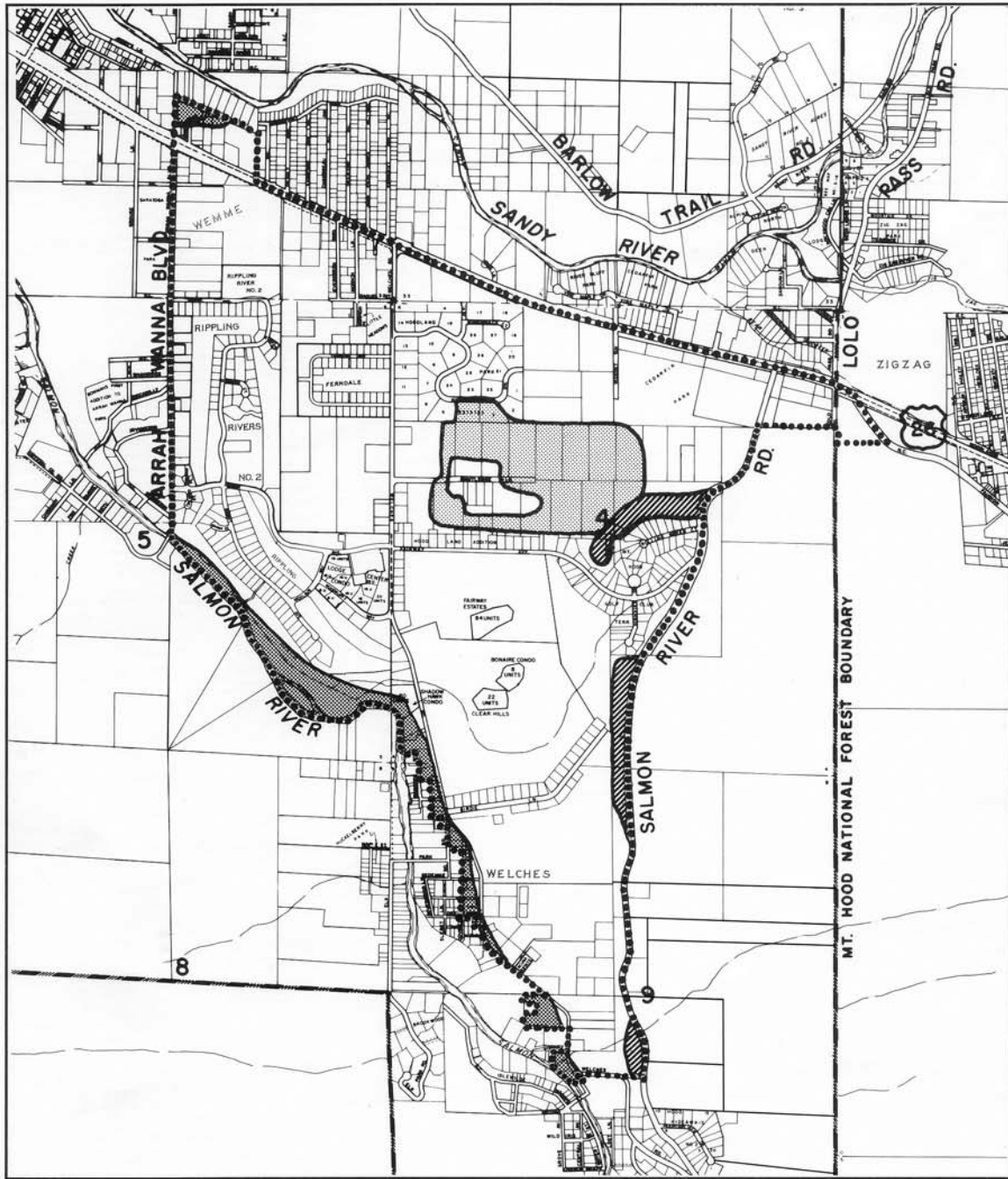
**RESOURCE PROTECTION
OPEN SPACE**

- Village Boundary
- ▨ Floodplain

CLACKAMAS COUNTY
COMPREHENSIVE PLAN



Map 10-MH-1



WEMME-WELCHES

RESOURCE PROTECTION OPEN SPACE

..... Village Boundary

 Slope ≥25%

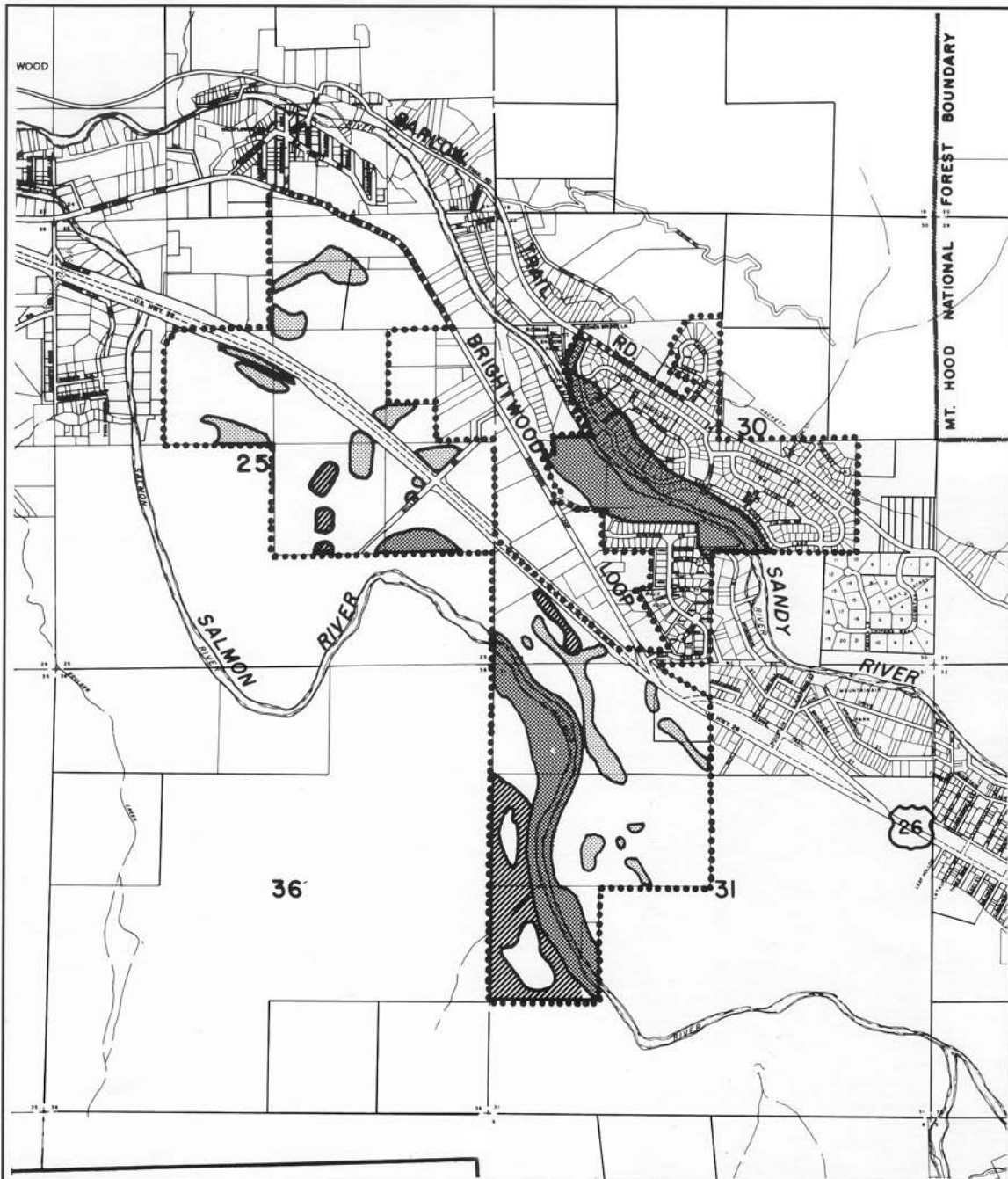
 Floodplain

 Wetlands

CLACKAMAS COUNTY
COMPREHENSIVE PLAN



Map 10-MH-2



WILDWOOD-TIMBERLINE

RESOURCE PROTECTION OPEN SPACE

..... Village Boundary

 Slope ≥25%

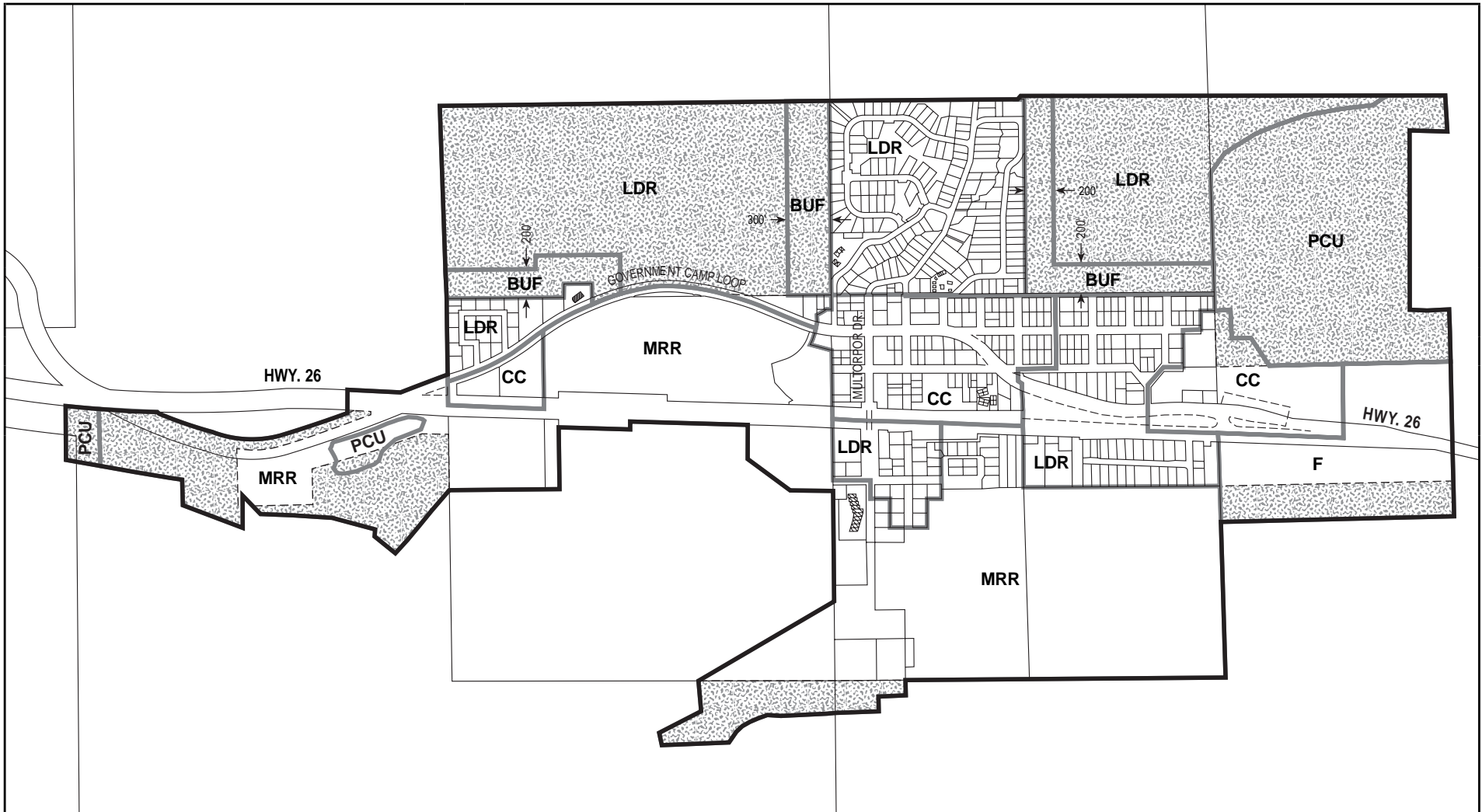
 Floodplain

 Wetlands



CLACKAMAS COUNTY
COMPREHENSIVE PLAN



Map 10-MH-3



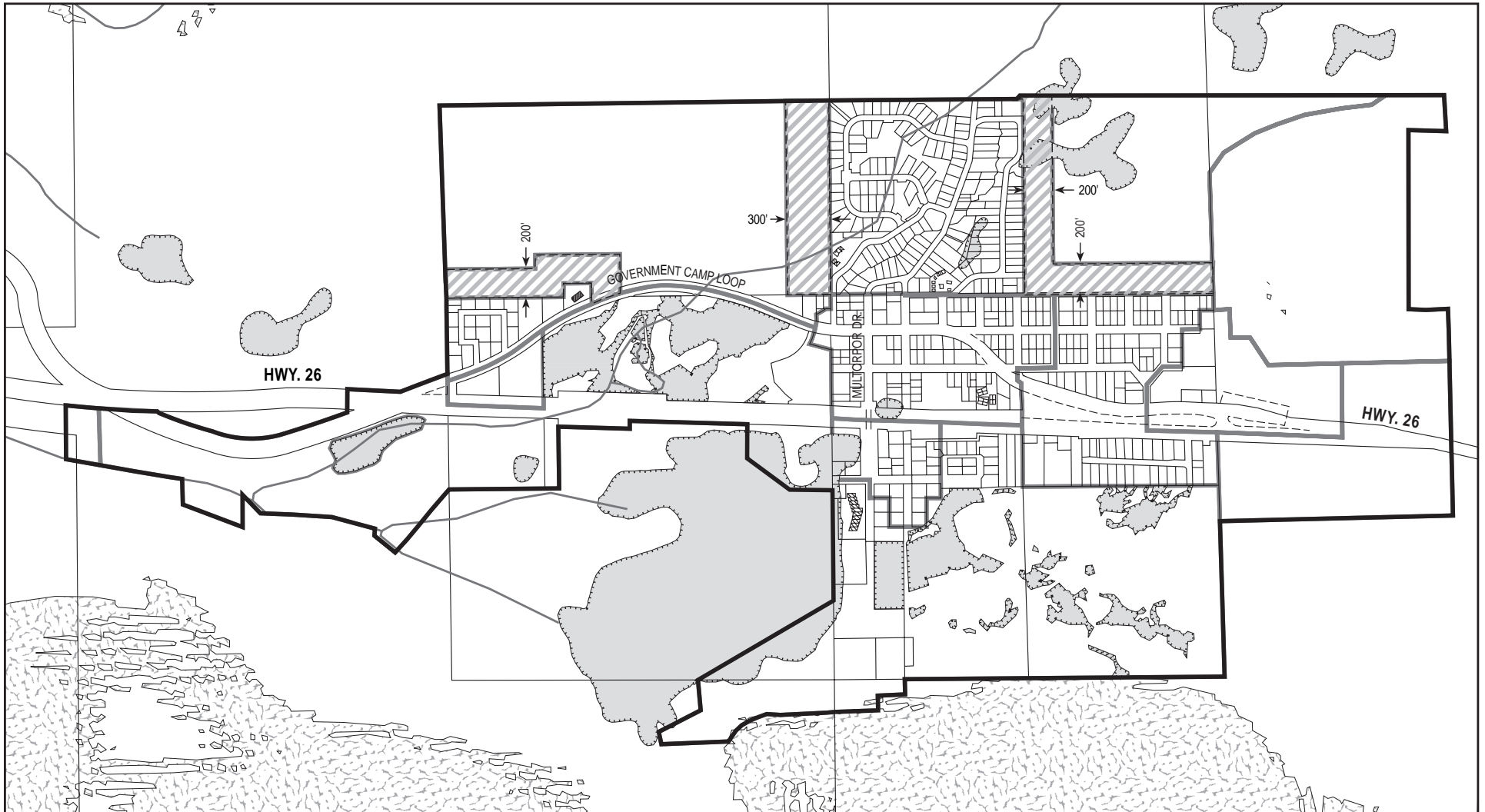
Government Camp Village Plan Land Use Plan & Boundary

LDR	LOW DENSITY RESIDENTIAL	F	FOREST		FOREST SERVICE JURISDICTION
MRR	MOUNTAIN RECREATION RESORT	PCU	PUBLIC & COMMUNITY USE		URBAN UNINCORPORATED COMMUNITY BOUNDARY
CC	COMMUNITY COMMERCIAL	BUF	BUFFER		

CLACKAMAS COUNTY
COMPREHENSIVE PLAN



Map 10-MH-4



Government Camp Village Plan

Resource Protection Open Space

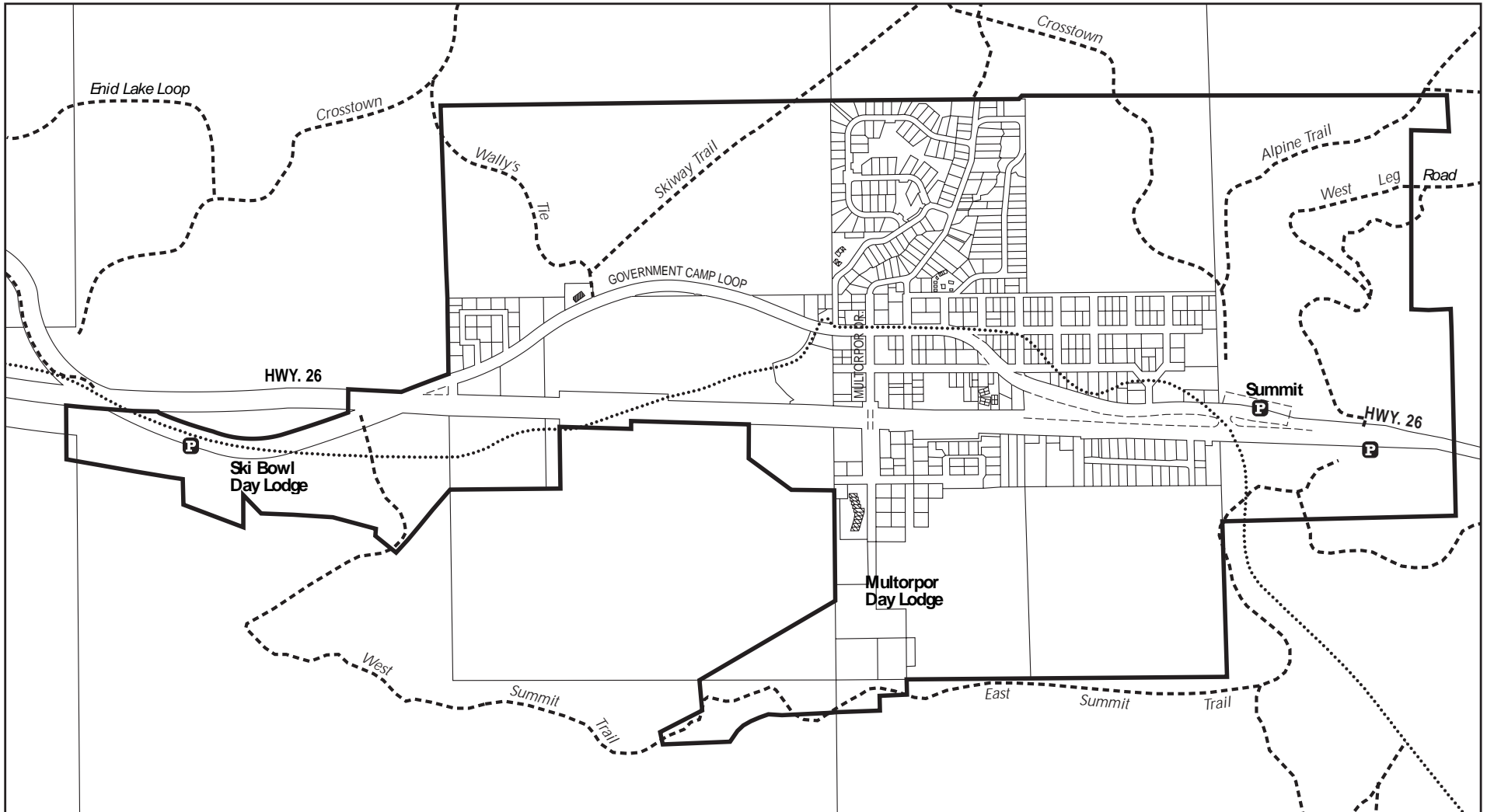
-  WETLANDS
-  SLOPE $\geq 25\%$
-  BUFFER AREA

 URBAN UNINCORPORATED COMMUNITY BOUNDARY

CLACKAMAS COUNTY
COMPREHENSIVE PLAN



Map 10-MH-5



Government Camp Village Plan Recreation Trails and Facilities

- | | | |
|------------------------|------------------|---|
| ----- TRAILS | ❄️ SKI LODGE | ———— URBAN UNINCORPORATED
COMMUNITY BOUNDARY |
| THE BARLOW ROAD* | 🅑 SNOW PARK AREA | |
| ●—● SKI LIFTS | | |

* Barlow Road Alignment is Approximated from *National Forest Service Barlow Road Historic District Maps* and *Clackamas County Barlow Road Historic Corridor Background Report & Management Plan*.

CLACKAMAS COUNTY
COMPREHENSIVE PLAN



Map 10-MH-6



Laura Zentner, CPA
Interim Director
BUSINESS AND COMMUNITY SERVICES
Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

February 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between Hoodland Women's Club
and Business and Community Services (County Parks)

Purpose/Outcomes	Recognition of time for Hoodland Women's Club and Welches area community to form and approve a Park District which would allow BCS County Parks to transfer certain surplus real property assets to a newly formed local Park District in the Hoodland/Welches area.
Dollar Amount and Fiscal Impact	No impact to Clackamas County
Funding Source	N/A
Duration	MOU valid through November, 2020
Previous Board Action	The Board of County Commissioners supported this action at its May 9, 2017 policy session.
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build Public Trust through Good Government
Contact Person	Rick Gruen, Manager County Parks & Forest x 4345

BACKGROUND:

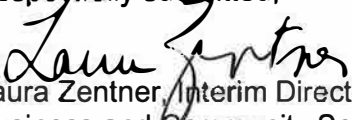
The Hoodland Park property, now unimproved following the demolition of the Dorman Center, has housed over time a senior center, child care services and other community-oriented services overseen by the Hoodland Women's Club (HWC). This MOU acknowledges the HWC's efforts to work with the community to form and approve the formation of a Park District as a Special District of the State of Oregon. Oregon Revised Statutes (ORS 275) permits the transfer of tax foreclosed and surplus real property from one government entity to another. It is the intent and desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets.

County Counsel has reviewed this MOU as to form and content.

RECOMMENDATION:

Staff recommends Board approval of a Memorandum of Understanding between Hoodland Women's Club and Business and Community Services County Parks and further authorizes the Interim Director of Business and Community Services to sign the MOU on behalf of the County.

Respectfully submitted,


Laura Zentner, Interim Director
Business and Community Services

RECORDING MEMO

x	New Agreement/Contract
	Amendment/Change/Extension
	Policy Reports
	Other

ORIGINATING COUNTY
DEPARTMENT:

County Parks and Forest – Business and Community Services

PURCHASING FOR: N/A

OTHER PARTY TO
CONTRACT/AGREEMENT: Hoodland Women's Club

BOARD AGENDA DATE: 02/01/2018

AGENDA ITEM NUMBER: E.1

PURPOSE: Approval of a Memorandum of Understanding between Hoodland Women's Club and Business and Community Services (County Parks).

Please return to **BCS Admin – Attn: Jennifer Kraxberger** after recording.

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2018-0252

02/12/2018 4:02:55 PM

MEMORANDUM OF UNDERSTANDING
Between
Hoodland Women’s Club
And
Business & Community Services (County Parks)

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between the Hoodland Women’s Club, hereinafter referred to as “HWC” and Business & Community Services (County Parks), hereinafter referred to as “BCS”.

A. PURPOSE:

Clackamas County, by and through BCS, currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches, Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres).

The Dorman Center property, now unimproved and vacant following the demolition of the Dorman Center, housed over time a senior center, child care services and other community-oriented activities overseen by the Hoodland Women’s Club. This MOU is for the purpose of acknowledging the HWCs efforts to work with the community in order to form and approve the creation of a Park District as a Special District of the State of Oregon. It is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property pursuant to applicable Oregon Revised Statutes, upon the successful formation of a Park District.

B. GENERAL PROVISIONS:

1. BCS agrees to defer designation of the properties as surplus with the intention of selling for a period of not less than two years from the date of signing this agreement to give time for the HWC and Community to form and approve a Park District. This provision can be extended through November, 2020 upon the approval of the Board of County Commissioners.
2. Should the Community successfully pass a Park District, BCS will convey by deed to the Park District the following County Park real properties: 1) Hoodland Park Property, 2) Water Tower and 3) Hunchback Strip. These conveyances will be subject to ORS statutory procedures.
3. If the Community does not successfully form and pass a Park District by the agreed upon time, BCS will move forward with declaring the property as surplus with the intent to sell and return these properties to the County tax rolls.
4. In the interim period, BCS will retain the use of Hoodland Park “as is”, providing only limited/periodic maintenance of the site as needed.

C. PRINCIPAL CONTACT:

BCS Contact	Hoodland Women’s Club
Rick Gruen, Manager	Regina Lythgoe, Past President
Business & Community Services	Hoodland Women’s Club
150 Beaver Creek Road	P.O. Box 52
Oregon City, OR 97045	Welches, OR. 97067
Phone: 503-742.4345	Phone: 503-622-3117
E-Mail: rgruen@clackamas.us	E-Mail: rmlythgoe@msn.com

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.

Hoodland Women's' Club

Anne High

DATE: 02-08-18

Clackamas County Board Chair or designee

Laura Zentm

DATE: 1/31/18

RECORDING MEMO

	New Agreement/Contract
X	Amendment/Change/Extension
	Policy Reports
	Other

**ORIGINATING COUNTY
DEPARTMENT:**

Business & Community Services

PURCHASING FOR:

N/A

**OTHER PARTY TO
CONTRACT/AGREEMENT:**

Hoodland Women's Club

BOARD AGENDA DATE:

7/15/2021

AGENDA ITEM NUMBER:

C.1

PURPOSE: Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women's Club to extend time to transfer properties to a Local Park District upon its formation

Please return to **BCS Admin - Attn: Liz Lawson Weber** after recording.

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2021-0405

08/04/2021 11:28:27 AM



July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women’s Club to extend time to transfer properties to a Local Park District upon its formation

Purpose/Outcomes	Amend the Memorandum of Understanding (MOU) between Clackamas County Business and Community Services (BCS) and the Hoodland Women’s Club to allow additional time for the formation of a Park District and subsequent transfer of property from Clackamas County to the newly formed Park District.
Dollar Amount and Fiscal Impact	Upon successful formation of a Park District by the Hoodland Women’s Club, BCS would transfer certain real properties to the Park District.
Funding Source	County owned property assets
Duration	February 1, 2018 through May 31, 2022
Previous Board Action	The Board of County Commissioners (BCC) approved the original MOU on February 1, 2018, Agenda Item E.1; BCC approved Amend #1 MOU on April 30, 2020, Agenda Item F.1; BCC approved Amend #2 MOU on October 15, 2020, Agenda item F.1
Strategic Plan Alignment	1) This MOU supports the BCS goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by providing the Hoodland area community with park lands for utilization by a newly formed Park District. 2) This MOU supports County strategic priority to Honor, Utilize, Promote and Invest in our Natural Resources by providing county assets to a newly formed Park District so community members can benefit from the land and engage in outdoor recreation, contributing to the Policy Perspective of supporting a healthy and active lifestyle.
County Counsel Review	County Counsel Review Date: 6/29/2021 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? N/A
Contact Person	Sarah Eckman, BCS Interim Director, 503-894-3135 Tom Riggs, BCS – County Parks Manager, 503-781-3137
Contract No.	N/A

BACKGROUND:

On February 1, 2018, the Board of County Commissioners approved Business & Community Services (BCS) to enter into an MOU with the Hoodland Women’s Club through the November 2020 election. The MOU provided the recognition of time for Hoodland Women’s Club (HWC) and the desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets. If district formation is not successful, BCS County Parks would move forward with the sale of these surplus assets as presented to the BCC in 2018. Since that time, the HWC and community have been working diligently to navigate the complex processes for district formation.

On April 30, 2020, the BCC approved an amendment to the MOU due to the COVID-19 pandemic creating challenges to organizing and getting on the ballot as planned. Due to additional delays, a second

amendment was approved on October, 15, 2020. HWC has requested a third extension to May 31, 2022 with the new goal of getting the proposed district on the May, 2022 ballot.

Should a Park District not be formed resulting in the properties not being transferred, BCS intends this to be the last extension granted for this purpose due to the need to transition the real properties to other purposes to reduce and/or eliminate ongoing operational and maintenance costs.

RECOMMENDATION:

Staff respectfully recommends the BCC approve the MOU amendment #3 through May 31, 2022, and clarify that this will be the final extension of this MOU.

ATTACHEMENT:

Amendment #2 to Memorandum of Understanding between Clackamas County Business and Community Services and the Hoodland Women's Club

Respectfully submitted,

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

Sarah Eckman
Interim Director
Business & Community Services

**AMENDMENT #3 TO MEMORANDUM OF UNDERSTANDING
BETWEEN CLACKAMAS COUNTY BUSINESS AND
COMMUNITY SERVICES AND
AND THE HOODLAND WOMEN'S CLUB**

THIS AMENDMENT ("Amendment") is entered into by and between Clackamas County on behalf of its Department of Business and Community Services ("BCS"), a political subdivision of the State of Oregon, and the Hoodland Women's Club ("HWC") and shall become a part of that Memorandum of Understanding entered between the parties on February 1, 2018 (the "MOU").

RECITALS

WHEREAS, Clackamas County currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres);

WHEREAS, it is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property, consistent with applicable law, upon the successful formation of a Park District;

WHEREAS, the parties desire to extend the effective date of the MOU through May 31, 2022;

WHEREAS, the parties desire to further defer designation of the properties as surplus with the intention of selling for a period through May 31, 2022 to give time for the HWC to form and approve a Park District.

NOW, THEREFORE, 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 to amend the Agreement as follows:

1. **General Provisions.** Section B.1 is hereby amended to provide a new deferral date, as set for below:

BCS will agree to defer designation of the properties as surplus with the intention of selling for a period through **May 31, 2022** to give time for the HWC to form and approve a Park District consistent with applicable law. Any further deferral is contingent upon written approval by the Clackamas County Board of Commissioners.

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

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

Clackamas County




Chair, Board of County Commissioners

7/15/2021

Date

Hoodland Women's Club


By: Lynne D. Pollard
Its: President, HWC

7/28/2021
Date

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving the
Formation of the Hoodland Park
District



Order No. 2022-____
Page 1 of 1

Whereas, this matter coming before the Board at this time, and it appearing that Petitioners have proposed formation of the Hoodland Park District pursuant to ORS Chapter 266; and

Whereas, it further appearing that petitioners have satisfied the requirements in ORS 198.705 to 198.955 to circulate the petition reviewed by the Board; and

Whereas, it further appearing that petitioners obtained a sufficient number of signatures that were certified by the County Clerk; and

Whereas, it further appearing that the proposed district lies entirely outside of the jurisdiction of Metro and as a result is not subject to Metro Code 3.09; and

Whereas, it further appearing that this matter came before the Board for public hearing on January 6, 2022. The Board having heard testimony, reviewed information submitted into the record of the public hearing, and having reviewed the matter consistent with the criteria set forth in ORS 198.805;

NOW, THEREFORE, IT IS HEREBY ORDERED that the petition for formation of Hoodland Park District pursuant to ORS Chapter 266 is approved to be placed on the ballot for the May 17, 2022 election for those electors within the territory of the proposed district as described in Exhibit 1, Petition for Formation of a Special District - Hoodland Park District.

DATED this ____ day of January, 2022.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Tootie Smith, Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD | OREGON CITY, OR 97045

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
 Assistants

January 20, 2021

Board of County Commissioners for Clackamas County

Approval and signing of a settlement agreement in the case of *Estate of Bryan Perry v. Clackamas County et al*, U.S. District Court No. 3:18-cv-01754-HZ

Purpose/Outcome	Formal approval and execution of previously authorized litigation settlement
Dollar Amount and Fiscal Impact	\$300,000 total payment for settlement of federal lawsuit
Funding Source	Risk fund
Duration	One time payment to occur in September 2022
Previous Board Action/Review	Settlement previously presented at executive sessions during summer 2021 and January 2022
Strategic Plan Alignment	1. This item aligns with County Counsel's strategic business plan because it involves comprehensive legal advice and advocacy to the client in order to foster successful operations while minimizing risk and adverse results. 2. This item aligns with the County's Performance Clackamas goals by building public trust through good governance, and ensuring safe, healthy, and secure communities.
Counsel Review	This item has been reviewed and approved by County Counsel
Procurement Review	N/A
Contact Person	Scott Ciecko, Sr. Legal Counsel sciecko@clackamas.us
Contract No.	N/A

BACKGROUND: In 2018 Clackamas County, along with a number of other parties, was sued in federal court following the overdose death of Bryan Perry in the Clackamas County Jail. After several years of litigation, in the summer of 2021, the Board extended to County Counsel settlement authority of up to \$300,000.

A lengthy mediation between the parties ultimately resulted in successful settlement of the case for that amount, and now the attached settlement agreement is ready for final Board approval and execution, which needs to occur at a duly noticed public meeting.

RECOMMENDATION: Staff respectfully recommends that the Board formally approve and execute the settlement agreement, attached hereto as Exhibit 1, resulting in payment of \$300,000 to plaintiffs in the *Estate of Perry* lawsuit. Payment is expected to be made in or about September of 2022.

Sincerely,



Scott Ciecko, Sr. Legal Counsel

SETTLEMENT AGREEMENT AND RELEASE

1. PARTIES

This Settlement Agreement and Release ("Agreement") is made and entered into between the following parties:

Plaintiffs:

- **THE ESTATE OF BRYAN PERRY**, by and through its court-appointed personal representative Brenda Kay Nordenstrom; and
- **BRENDA KAY NORDENSTROM**, in her individual capacity;

County Defendants:

- **CLACKAMAS COUNTY** and its commissioners, directors, officers, employees, agents, attorneys, and insurers;
- **SHAWN SHULTZ**;
- **BENJAMIN LEFEVER**;
- **MATT SAVAGE**;
- **RICKY PAURUS**;
- **LACEY SANDQUIST**;
- **RICHARD TAYLOR**;
- **NICK JOHNSON**; and
- **MATRONA SHADRIN**.

Collectively, Plaintiffs and County Defendants are referred to as the "Settling Parties."

2. SCOPE OF THE SETTLEMENT: FULL AND FINAL

The Settling Parties intend this Agreement to be a full, final and complete settlement, adjustment and compromise of any and all known or unknown actions, causes of action, claims and demands, damages, costs, loss of services, expenses and compensation, on account of or in any way growing out of, or resulting from the time Bryan Perry spent in the Clackamas County jail on or about November 3, 2016 (the "Incident"), more fully described in the United States District Court Case No. 3:18-cv-01754-HZ, captioned *Brenda Kay Nordenstrom, personal representative for the Estate of Bryan Perry, Deceased, and Brenda Kay Nordenstrom, an individual v. Corizon Health, Inc., et. al.* (the "Lawsuit"), or which could have been brought under the facts alleged in or discovered during the pendency of the Lawsuit, whether known or unknown.

///

3. SETTLEMENT TERMS AND PAYMENT

This settlement is contingent on Corizon Health, Inc.'s ("Corizon") payment of its separate settlement with Plaintiffs related to and arising out of the Incident ("Corizon's Settlement").

In consideration for a full and complete release of any all claims, County Defendants agree to pay, and Plaintiffs agree to accept, the settlement sum of \$300,000 (Three Hundred Thousand Dollars).

The Settling Parties agree to the following terms of this settlement:

- A. The only condition that voids or terminates this Agreement is Corizon's inability to pay the full amount of Corizon's Settlement. County Defendants understand that Corizon's Settlement includes specific dates, within a one-year period, that Corizon will make payments to Plaintiffs. If Corizon fails to make payment within five business days of the date set for the scheduled payment, Corizon will be considered in default and Plaintiffs may void the agreement upon written notice to County Defendants.
- B. Plaintiffs will inform County Defendants of the dates that Corizon's payments are due pursuant to Corizon's Settlement within a reasonable time after this Agreement is signed.
- C. Plaintiffs will inform County Defendants whether Corizon has made a payment, upon request by County Defendants.
- D. When Plaintiffs inform County Defendants that Corizon paid Corizon's Settlement in full, County Defendants will pay Plaintiffs the settlement sum in this Agreement.
- E. Upon County Defendants' payment of the settlement sum in this Agreement,
 - i. Plaintiffs will promptly dismiss all claims against County Defendants in the Lawsuit with prejudice, and
 - ii. Plaintiffs, Ricky Paurus, Lacey Sandquist, and Matrona Shadrin will promptly dismiss the appeal arising out of the Lawsuit, filed in the Ninth Circuit Court of Appeals, Case No. 21-35572 ("the Appeal").
- F. The Lawsuit and the Appeal are stayed or abated until Plaintiffs and County Defendants determine whether Corizon's Settlement is paid. If Corizon fails to pay Corizon's Settlement, except as set forth in paragraph 3.A. above, either Plaintiffs or County Defendants can reinstate the Lawsuit or the Appeal.

///

4. **RELEASE**

In consideration for the payment and terms set out in paragraph 3, Plaintiffs agree to release and forever discharge County Defendants and their commissioners, directors, officers, employees, agents, insurers, attorneys, and assigns and all others who might be claimed liable for the Incident from any and all claims or liabilities that were or could have been made for damages of any and all kinds, known or unknown, made or not made, related to or arising out of the Incident. This Release extends to claims for attorney fees, costs, and legal expenses.

5. **INDEMNIFICATION FOR SUBROGATION AND LIEN CLAIMS**

In consideration for the payment set out in paragraph 3, Plaintiffs agree to defend, indemnify and hold County Defendants and their commissioners, directors, officers, employees, agents, insurers, attorneys, and assigns and all others who might be claimed liable for the Incident harmless from any and all claims, liens or subrogated interests related to the Incident, claims arising out of, related to, or in any way caused by the facts and circumstances surrounding or related to the Incident or Lawsuit, or claims that could have been alleged in the Lawsuit. This agreement to defend, indemnify and hold harmless extends to other actions arising out of or relating to the Incident, including but not limited to claims from other parties to the Lawsuit or claims brought by any and all persons or entities who are not parties to the Lawsuit. County Defendants retain the right to monitor the defense of any such claim or action.

Bryan Perry has been identified as a Medicaid recipient and, as such, the Oregon Department of Human Services ("DHS") and/or other service providers who contract with DHS (collectively referred to as "Secondary Payees") may have an interest in the proceeds of this settlement. Plaintiffs further agree their obligation to defend, indemnify and hold County Defendants harmless applies to all subrogation and lien claims arising out of contract or under state or federal law. As further consideration for this agreement, Plaintiffs release, waive, and forever discharge any and all claims of any nature and/or damages against County Defendants should Secondary Payees bring any action to enforce liens against this settlement, including but not limited to a Private Cause of Action under 42 U.S.C. § 1395y(b)(3)(A) of the MSP Act.

6. **REAL PARTY IN INTEREST**

The court appointed Brenda Kay Nordenstrom as the personal representative of Bryan Perry's estate on September 25, 2017. Plaintiffs warrant that Ms. Nordenstrom is the real party in interest and has the sole authority to pursue the estate's claims in the Lawsuit.

///

7. **SETTLEMENT NOT AN ADMISSION OF LIABILITY**

County Defendants enter into this Agreement and make the settlement payment solely in compromise and settlement of disputed claims. Such payment is not to be regarded as an admission of liability or fault by anyone.

8. **DISMISSALS**

The Settling Parties agree to dismiss the Lawsuit and the Appeal with prejudice and without costs or attorney fees to any party as soon as practicable according to the terms set forth in paragraph 3.

9. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one in the same instrument, binding on the Settling Parties.

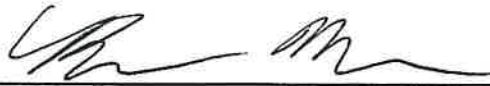
10. **MUTUALLY DRAFTED**

The wording of this Agreement has been reviewed and accepted by counsel for Plaintiffs and County Defendants. The Settling Parties agree this Agreement is to be construed and interpreted without regard to the identity of the Party drafting this Agreement.

11. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement among the Settling Parties. This document supersedes any prior oral or written agreements or communications on the subject matter addressed herein.

DATE: 12-15-2021



THE ESTATE OF BRYAN PERRY, by and
through its court-appointed personal
representative Brenda Kay Nordenstrom

DATE: 12-15-2021



BRENDA KAY NORDENSTROM, in her
individual capacity;

///

DATE: _____

CLACKAMAS COUNTY

By: _____

DATE: _____

By: _____

On behalf of:

SHAWN SHULTZ
BENJAMIN LEFEVER
MATT SAVAGE
RICKY PAURUS
LACEY SANDQUIST
RICHARD TAYLOR
NICK JOHNSON
MATRONA SHADRIN

January 20, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with LifeWorks NW for Early Assessment and Support Alliance (EASA) Services. Maximum contract value not to exceed \$1,397,100.24. Funding through State of Oregon, CMHP funds.
No County General Funds involved.

Purpose/Outcomes	Provides Early Assessment and Support Alliance (EASA) Services, a two (2) year outreach and treatment program for young people (through 25 years of age) with early symptoms of psychosis.
Dollar Amount and Fiscal Impact	Maximum contract value is \$1,397,100.24.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
Duration	Contract effective January 1, 2021 through December 31, 2024.
Previous Board Action	Reviewed at Issues November 18, 2022
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed by Counsel January 3, 2022 , Andrew Naylor
Procurement Review	Was this item reviewed by Procurement? Yes
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Agreement No.	County 4737, Behavioral Health 10178

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a contract with LifeWorks NW for the provision of Early Assessment and Support Alliance (EASA) Services. EASA is a transitional, coordinated program, serving young individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately two (2) years.

Contractor received a sole source designation as LifeWorks NW is the only authorized provider of EASA Services in Clackamas County.

PROCUREMENT PROCESS:

This project was identified and approved as a Sole Source per LCRB rules C-047-0275. Clackamas County Procurement published a Notice of Intent to Award Sole Source Contract on January 6, 2021 for seven days and did not receive protest.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract with LifeWorks NW for Early Assessment and Support Alliance (EASA) Services.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director
Health, Housing and Human Services



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4737 / BH Contract #10178

This Personal Services Contract (this “Contract”) is entered into between **LifeWorks NW** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health, Housing and Human Services Department, Behavioral Health Division.

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 **December 31, 2024**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Early Assessment and Support Alliance (EASA) Services** (“Work”), further described in **Exhibit B** and **Exhibit C**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million three hundred ninety-seven thousand one hundred dollars and twenty-four cents (\$1,397,100.24)**, 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 D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.
- 4. Invoices and Payments.** Contractor shall submit monthly invoices for Work performed, as more fully described in **Exhibit D**.
- 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 selected documents, which are attached and incorporated by reference herein:

- Contract
- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – CMHP Service Element
- Exhibit D – Compensation
- Exhibit E – Insurance
- Exhibit F – CMHP Required Federal Terms and Conditions
- Exhibit G – CMHP Required Provider Contract Provisions
- Exhibit H – Business Associate Agreement (BAA)
- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)

7. Contractor and County Contacts.

LifeWorks NW Address: 14600 NW Cornell Road Portland, OR 97229 Phone: 503-645-3581 Email: contracts@lifeworksnw.org	Clackamas County – Behavioral Health Division Address: 2051 Kaen Road, Suite 154 Oregon City, OR 97045 Phone: 503-742-5335 Email: BHContracts@clackamas.us
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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. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State of Oregon (“State” or “OHA”) or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 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 in **Exhibit E**.
- 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 a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 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, 10, 12, 13, 14, 17, 20, 21, 25, 27, 28, 29, and 31 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. ABUSE REPORTING. Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 493-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

29. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information

that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

30. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

31. 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

**EXHIBIT A
DEFINITIONS**

Whenever used in this Contract, the following terms shall have the meanings set forth below:

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of the Contract.
4. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract.
5. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
6. **“Contractor” or “Provider”** means the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
7. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
8. **“County”** means Clackamas County, a political subdivision of the State of Oregon.
9. **“DHS”** means the Department of Human Services of the State of Oregon.
10. **“Health Services Division” or “HSD”** means the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.
11. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under a contract or agreement.
12. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
13. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by contractors and subcontractors.

14. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to a Contractor by County under this Contract and expended by Contractor that is:
 - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon, OHA, or County as expended in a manner other than that permitted by this Contract, including without limitation any funds expended by Contractor contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon, OHA, or County as expended on the delivery of a Service that did not meet the standards and requirements of the Contract with respect to that Service.
15. **“OAR”** means the Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.
16. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
17. **“Overexpenditure”** means funds disbursed to Contractor by County under the Contract and expended by Contractor that is identified by the State of Oregon, OHA, or County, through any disbursement reconciliation permitted or required under the Contract, as in excess of the funds Contractor is entitled to.
18. **“Provider” or “Contractor”** mean the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
19. **“Provider Contract” or “Provider Agreement”** means the contract, subcontract, agreement or subrecipient agreement to purchase particular Services.
20. **“Resident”** means Individuals who live in Oregon.
21. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
 - a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
22. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
23. **“Underexpenditure”** means funds disbursed by County under this Contract that remain unexpended at Contract termination or expiration.

**EXHIBIT B
SCOPE OF WORK**

Early Assessment and Support Alliance (EASA) is a two (2) year outreach and treatment program for young people with early symptoms of psychosis.

Contractor, through its EASA Clinical teams, shall provide the following services:

- Outreach and engagement
- Assessment, diagnosis and treatment planning by mental health professionals specifically trained in early psychosis work
- Education and support for individuals and families/primary support systems
- Crisis and relapse planning
- Assistance with knowing rights and available benefits
- Goal setting and planning
- Mentoring and opportunities to meet others
- Independent living skill development
- Occupational therapy
- Resource brokering and advocacy
- Support for vocational and educational settings
- Group and individual counseling
- Medication support

Program staff will include an LMP, QMHP Clinical Case Manager(s), RN Nurse, Occupational Therapist, Peer Support Specialist and Supported Employment Specialist. Targeted social, educational and vocational interventions will be included on all service plans, as these are essential for clients to build a positive future orientation and the skills necessary to promote recovery and avoid a persistent disability

Contractor shall provide services to Clackamas County youth who have experienced (or beginning to experience) a first episode of psychosis within the last year and have symptoms not caused by a medical condition or substance abuse.

Contractor shall work closely with family members and others who are supportive of the individual to help them succeed.

Contractor shall provide EASA services in compliance with Service Elements MHS 26 and 26A of the Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement (CMHP) #166036, as provided in **Exhibit C** of this Contract.

EXHIBIT C
CMHP SERVICE ELEMENTS

MHS 26 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

1. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through twenty-five (25) years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- a. Care coordination and residential case management services;
- b. Vocational and social services;
- c. Rehabilitation;
- d. Support to obtain and maintain housing (non-JPSRB only);
- e. Abuse investigation and reporting;
- f. Medication (non-JPSRB only) and medication monitoring;
- g. Skills training;
- h. Mentoring;
- i. Peer support services;
- j. Emotional support;
- k. Occupational therapy;
- l. Recreation;
- m. Supported employment;
- n. Supported education;
- o. Secure transportation (non-JPSRB only);
- p. Individual, family and group counseling and therapy;
- q. Rent subsidy (non-JPSRB only); and
- r. Other services as needed for Individuals, at the sole discretion of Oregon Health Authority (OHA).

2. Performance Requirements

- a. Services to Individuals through twenty-five (25) years of age under the jurisdiction of the JPSRB or are considered Young Adults in Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:
 - i. The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - ii. Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - iii. Services will be engaging and relevant to youth and young adults;
 - iv. Services will accommodate the critical role of peers and friends;
 - v. The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

- vi. The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - vii. The OHA Young Adult Service Delivery Team or its designee shall provide direction to Contractors regrading Services to be delivered to the youth and young adult; and
 - viii. Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case-by-case basis.
- b. Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate. Approved Services may include one or more of the following:
- i. Additional staffing;
 - ii. Transportation;
 - iii. Interpreter Services;
 - iv. Medical services and medications;
 - v. Rental assistance, room and board, and personal incidental funds; or
 - vi. Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

3. Reporting Requirements

All Individuals receiving MHS 26 Services with funds provided through this Contract must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual, located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy.

Contractor shall provide timely and relevant information to County as needed to enable the County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Contract.

4. Special Reporting Requirements

If Contractor is providing Young Adult Residential Treatment Program Services under this Contract, Contractor shall provide quarterly reports to include the following:

- a. Number admitted;
- b. Number transitioning;
- c. Number and nature of program supports provided to all residents;
- d. Percentage change in residents’ feelings of well-being, support and connectivity;
- e. Type and number of community-based supports residents accessed or participated in; and
- f. Type and number of goals accomplished by residents.

5. Confirmation of Performance and Reporting Requirements

Contractor shall be required to demonstrate though data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above and any reporting requirement contained in Exhibit B, Scope of Work, of the Contract, how funds provided for MHS 26 Services were utilized consistent with the terms and limitations herein to

meet the performance requirement of this Service Description, and that the Contractor may be subject to monitoring and review of performance requirements and quality measures by OHA.

MHS 26A – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION, EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)

1. Service Description

- a. Early Assessment and Support Alliance (EASA) (MHS 26A Services) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately two (2) years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin. A., Hayden-Lewis, K., Blea. P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

Definitions:

- i. **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- ii. **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- iii. **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- iv. **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.
- v. **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about schizophrenia-related conditions. This reduces the duration of untreated

psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

2. Performance Requirements

Contractor shall provide EASA Services to eligible Individuals as listed below, subject to the availability of funds:

- a. Eligible Population: EASA Services are to be provided to Individuals ages twelve (12) through twenty-seven (27) years of age whom:
 - i. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than twelve (12) months; and
 - ii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- b. Access to EASA Services across all referral sources: emergency department, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contract shall be made by EASA staff with the Individual (and family) within twenty-four (24) to forty-eight (48) hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- c. Services intended to be a transitional coordinated specialty care service, designed to last an average of two (2) years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- d. Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- e. Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- f. Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- g. The EASA team works with people in five (5) phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
 - i. Phase 1 (up to six (6) months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths, resources, needs, and goals, start of multi-family groups, stabilization of current situation.
 - ii. Phase 2 (approximately six (6) months): Adaptation: more extensive education to the individuals and family/primary support system, address adaptation issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.

- iii. Phase 3 (approximately six (6) months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
 - iv. Phase 4 (approximately six (6) months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, and establish ongoing treatment relationship and recovery plan.
 - v. Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- h.** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i. Rapid access to psychiatric and counseling services;
 - ii. Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
 - iii. Coaching on rights regarding access to employment, school, housing, and additional resources;
 - iv. Single family psycho-education and multi-family groups;
 - v. Support for vocational education and independent living goals consistent with IPS framework;
 - vi. Access to licensed medical psychiatric care, health-related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
 - vii. Provision of substance use disorder treatment within the team;
 - viii. Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
 - ix. Community-education.
- i.** Setting(s) for Services Delivery: Determined by the needs and goals of the Individual and their circumstances.
- j.** Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.
- k.** EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at: <http://www.easacommunity.org> .
- l.** Additional Licensing or Certification Requirements:
The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf> .

EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org> .

- m. Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

3. Reporting Requirements

All Individuals receiving MHS 26A EASA Services with funds provided through this Contract must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> , and the Who Reports in MOTS Policy.

Contractor shall provide timely and relevant information to County as needed to enable the County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Contract.

4. Special Reporting Requirements

Contractor providing MHS 26A EASA Services shall submit data quarterly, directly into the Oregon Health & Sciences University (OHSU) EASA RedCap Data System. Instructions for data entry into RedCap are located at <http://www.easacommunity.org/resources-for-professionals.php> and individual provider entry in located at <http://octri.ohsu.edu/redcap/> . Quarterly data shall be submitted no later than forty-five (45) calendar days following the end of each subject quarter for which financial assistance is awarded through this Contract.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

**EXHIBIT D
COMPENSATION**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$1,397,100.24**. Compensation not to exceed \$349,275.06 annually.
- b. Contractor shall submit **itemized monthly invoices by the 10th day of the month** following the month Services were provided. The invoice shall include:

Contract #**10178**,
Service details,
Date(s) of service,
Total amount due for all Services provided during the month, and
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.

All invoices and supporting documentation shall be sent by email or mail to:

BHAP@clackamas.us

Clackamas County Behavioral Health Division
Accounts Payable
2051 Kaen Road, Suite #154
Oregon City, Oregon 97045

When submitting electronically, designate Contractor name and Contract #**10178** in the subject of the email.

- d. Payments shall be made to Contractor, within thirty (30) days, following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not 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.

**EXHIBIT E
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.

8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.

10. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

12. **Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. No Contract shall be in effect until the required certificates have been received, approved, and accepted by County. A renewal certificate will be sent to County ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an

endorsement naming **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

EXHIBIT F
CMHP REQUIRED FEDERAL TERMS AND CONDITIONS

Contractor shall comply with the following federal requirements, when federal funding is being used to fund this Contract. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractors shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractors shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractors shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, Contractor certifies, to the best of the Contractor’s knowledge and belief that:

- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.
- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c.** Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e.** No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f.** No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h.** No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a sub-recipient expends \$500,000 or more in federal funds (from all sources) in a fiscal year beginning prior to December 26, 2014, a subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** Contractor shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor’s workplace or while providing Services to OHA clients. Contractor’s notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor’s policy of maintaining a drug-free workplace, any available drug

counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any provider to comply with subparagraphs through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or provider has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or providers's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Contract.

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** To the extent Contractor provides any Service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.4(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge

Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers, and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5%

or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.

- c. County or OHA reserves the right to take such action required by law, or where County or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

- (i) Pregnant women who inject drugs;
- (ii) Pregnant substance abusers;
- (iii) Other Individuals who inject drugs; and
- (iv) All others.

b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.

c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
- (2) If Contractor has insufficient capacity to provide treatment Services to a pregnant woman, Contractor must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and
- (3) Perform outreach to inform pregnant women of the availability of treatment

Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

- d. Intravenous Drug Abusers.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
 - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) Fourteen (14) calendar days after the request for admission to Contractor is made;
 - (b) One hundred-twenty (120) after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
 - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.
- e. Infectious Diseases.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
 - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis services.
 - (3) For purposes of (ii) above, “tuberculosis services” means:
 - (a) Counseling the Individual with respect to tuberculosis;

Funding Requirements. TANF may only be used for families receiving TANF, and for families at-risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages eighteen (18) years or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age eighteen (18) years of age or under, who is living with a parent or caretaker relative. “Caretaker relative” means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister, or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical services may be provided with TANF Block Grant Funds.

17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and Contractor shall comply with those restrictions.
18. **Substance Abuse Prevention and Treatment.** To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.
19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the

awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provision in its contracts with non-Federal entities.

EXHIBIT G
CMHP REQUIRED PROVIDER CONTRACT PROVISIONS

- 1. Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of contracted services subject to the following limitations (in addition to any other restriction of limitations imposed by this Contract):
 - a.** Contractor may not expend on the delivery of Service any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of these Services.
 - b.** If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
 - c.** If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services to:
 - i.** Provide inpatient hospital services;
 - ii.** Make cash payment to intended recipients of health services;
 - iii.** Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - iv.** Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - v.** Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d.** Contractor may expend funds paid to Contractor under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives \$500,000 or more in federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, subpart F. If Contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor's own expense submit to OHA 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 OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

- a. Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
- b. Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six (6) year period, Contractor shall retain the records until the questions are resolved.
- c. Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.
- d. Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - i.** Client identification;
 - ii.** Problem assessment;
 - iii.** Treatment, training and/or care plan;
 - iv.** Medical information when appropriate; and
 - v.** Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.

- e. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CRF Part 205, 42 CRF Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual’s record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the “Who Reports in MOTS Policy”, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- i. Providers with HSD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- ii. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- iii. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- iv. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

NOTE: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Services, Contractor shall make available to Client, without charge, upon the Client’s reasonable request:
 - a. All written materials related to the services provided to the Client in alternate formats.
 - b. All written materials related to the services provided to the Client in the Client’s language.
 - c. Oral interpretation services related to the services provided to the Client in the Client’s language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, “written material” means materials created by the Contractor, in connection with the services being provided to the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a Client, without charge to the Client, in the prevalent non-English language(s) within the County’s service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the County’s service area.

4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract.
 - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in **Exhibit F, Required Federal Terms and Conditions**, Section 14, Disclosure.
5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
 - a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - b. all state laws governing operation of community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of client abuse; and

- d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract.

The laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit F, Required Federal Terms and Conditions**, to the certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dates as of January 1, 2021, which Exhibit is incorporated herein by this reference. For purposes of the Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, and Clackamas County, 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 the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as defined in the Contract and incorporated herein by this reference (**Exhibit E, Insurance**).
11. Contractor(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 Contractor or any of the officers, agents, employees or subcontractors of the contractor (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 the Contractor from and against any and all claims.

12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

13. Ownership of Intellectual Property.

- a.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the County will not own the right, title and interest in any intellectual property created or delivered by the Contractor in connection with the Services. With respect to that portion of the intellectual property that the Contractor owns, Contractor grants to OHA and the County a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 13.a.(1) on OHA and the County’s behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
- b.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then Contractor shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by Contractor in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to Contractor to use, copy distribute, display, build upon and improve the intellectual property.

**EXHIBIT H
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of **January 1, 2021** (“Effective Date”) by and between **Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **LifeWorks NW** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable

- only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
 - 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity’s minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate’s permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate’s use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business

Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page for BAA Follows]

SIGNATURE PAGE FOR BUSINESS ASSOCIATE AGREEMENT


The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate

Covered Entity

LIFEWORKS NW

CLACKAMAS COUNTY



Authorized Signature 12/28/21
Date

Tootie Smith, Chair Date

Mary Monnat / President & CEO

Name / Title (Printed)

January 20, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #03 to a Contract with Julie Wood, LCSW for ICP Court Examiner Services. Amendment adds \$6,000.00 to Contract, increasing the maximum value to \$39,000.00. Funded through County General Funds.

Purpose/Outcomes	Provides Court Examiner services at civil commitment hearings for the Involuntary Commitment Program.
Dollar Amount and Fiscal Impact	Amendment adds \$6,000.00 to the value of the contract. New contract maximum value is \$39,000.00.
Funding Source	County General Funds.
Duration	Effective upon signature and terminates on January 31, 2022.
Previous Board Action	None
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved December 2, 2021 Kathleen Rastetter
Procurement Review	Was this item processed through Procurement? No. Direct Procurement (Under \$50,000.00)
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9644

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #03 to the Contract with Julie Wood, LCSW. This Amendment adds funds for court examiner services and extends the term of the Contract to ensure no gap in services while a formal procurement process is completed for Court Examiner services at civil commitment hearing for the Involuntary Commitment Program.

This Amendment, effective upon signature and terminates January 31, 2022, was reviewed and approved by Counsel December 2, 2021. The Amendment increases the maximum contract value by \$6,000.00 for a new maximum value of \$39,000.00.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director
Health, Housing & Human Services Department

Contract Amendment #03
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 9644 Board Agenda Number: _____

and Board date _____

Division: Behavioral Health

Amendment No. 03

Contractor: Julie Wood, LCSW

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes: Scope of Services Contract Budget/Compensation
 Contract Term Other _____

This Amendment #03 is entered into between Julie Wood, LCSW (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on April 27, 2020 (“Contract”), as amended.

Justification for Amendment:

This Contract provides Court Examiner services at civil commitment hearings for the Involuntary Commitment Program.

This Amendment #03 extends the term of the Contract through **January 31, 2022**.

Compensation of this Contract **is increased by \$6,000.00** for the additional months of services. The **new maximum value of the Contract is \$39,000.00**.

This Amendment #03 is **effective upon signature** and continues through **January 31, 2022**.

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 Article I. Section 1 of the Contract:

1. **Effective Date and Duration.** This Contract shall become effective upon signature by both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021.**

TO READ:

1. **Effective Date and Duration.** This Contract shall become effective upon signature by both parties. Unless earlier terminated or extended, this Contract shall expire on **January 31, 2022.**

AMEND Article I. Section 3 of the Contract:

3. **Consideration.** The County agrees to pay Contractor from available and authorized funds, a Sum not to exceed **thirty-three thousand dollars (\$33,000.00)**, for accomplishing the Work Required by this Contract. Consideration rates are on a fixed fee basis in accordance with the Rates and costs specified in Exhibit D. If any interim payments to Contractor are made, such Payments shall be made only in accordance with the schedule and requirements in **Exhibit D.**

TO READ:

3. **Consideration.** The County agrees to pay Contractor from available and authorized funds, a Sum not to exceed **thirty-nine thousand dollars (\$39,000.00)**, for accomplishing the Work Required by this Contract. Consideration rates are on a fixed fee basis in accordance with the Rates and costs specified in Exhibit D. If any interim payments to Contractor are made, such Payments shall be made only in accordance with the schedule and requirements in **Exhibit D.**

AMEND Section 1 of Exhibit D. Compensation, of the Contract:

1. Payment for all Work performed under this Contract shall be subject to the provisions of ORS293.462 and shall not exceed the total maximum sum of **\$33,000.00.**

Contractor shall be compensated at the following rates, more fully explained in **Exhibit B, Scope of Work, Section 2,** of this Contract.

Service	Rate
Hearings	\$75 per hour
Travel	\$75 per hour
Records review	\$35
Interview	\$150
Late cancellation	\$35

Julie Wood, LCSW #9644

Professional Services Contract – Amendment #03

Page 3 of 4

TO READ:

1. Payment for all Work performed under this Contract shall be subject to the provisions of ORS293.462 and shall not exceed the total maximum sum of **\$39,000.00**.

Contractor shall be compensated at the following rates, more fully explained in **Exhibit B, Scope of Work, Section 2**, of this Contract.

Service	Rate
Hearings	\$75 per hour
Travel	\$75 per hour
Records review	\$35
Interview	\$150
Late cancellation	\$35

[Signature page follows]

Julie Wood, LCSW #9644

Professional Services Contract – Amendment #03

Page 4 of 4

SIGNATURE PAGE

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

JULIE WOOD, LCSW

Julie Wood, LCSW 12/29/21
Authorized Signature Date

Julie Wood, LCSW
Name / Title (Printed)

1663637-97
Oregon Business Registry #

Domestic Business Corporation / Oregon
Entity Type / State of Formation

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on behalf of the Board:

Tootie Smith, Chair Date

Approved as to form:

Kathleen J. Rastetter
County Counsel 12/2/2021 Date

January 20, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #03 to a Contract with Northwest Family Services for Drug and Alcohol Pre-Engagement and Prevention Activities. Amendment adds \$51,140.07 to Contract, increasing the maximum value to \$204,560.30. Funds through the State of Oregon, Oregon Health Authority.
No County General Funds involved.

Purpose/Outcomes	Provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.
Dollar Amount and Fiscal Impact	Amendment adds \$51,140.07 to the value of the contract. New contract maximum value is \$204,560.30.
Funding Source	State of Oregon, Oregon Health Authority Community Mental Health Program funds. No County General Funds.
Duration	Effective upon signature and terminates on June 30, 2022.
Previous Board Action	Board reviewed and approved Amendment #02 June 10, 2021, Agenda Item 061021-A10.
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved December 2, 2021 Kathleen Rastetter
Procurement Review	Was this item processed through Procurement? No. Term of contract being extended to allow for the completion of a formal procurement process for these services.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9734

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #03 to the Contract with Northwest Family Services for drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools. This Amendment adds funds and extends the term of the Contract to ensure no gap in services while a formal procurement process is completed.

This Amendment, effective upon signature and terminates June 30, 2022, was reviewed and approved by Counsel December 2, 2021. The Amendment increases the maximum contract value by \$51,140.07 for a new maximum value of \$204,560.30.

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Clackamas.us/h3s

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director
Health, Housing & Human Services Department

Contract Amendment #03
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 9734

Board Agenda Number: _____

and Board date: _____

Division: **Behavioral Health** _____

Amendment No. 03

Contractor: **Northwest Family Services** _____

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes: Scope of Services Contract Budget/Compensation
 Contract Term Other _____

This Amendment #03 is entered into between Northwest Family Services (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on July 9, 2020 (“Contract”), as amended.

Justification for Amendment:

This Contract provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.

This Amendment #03 extends the services provided by this contract an additional six (6) months.

Compensation of this Contract is increased by \$51,140.07. The new **maximum value of the contract is \$204,560.30.**

This Amendment #02 is effective **upon signature** and continues through **July 30, 2022.**

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 Article I. Section 1 of the Contract:

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.

TO READ:

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**.

AMEND Article I. Section 3 of the Contract:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred fifty-three thousand four hundred twenty dollars and twenty-three cents (\$153,420.23)**, 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 D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

TO READ:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **two hundred four thousand five hundred sixty dollars and thirty cents (\$204,560.30)**, 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 D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

AMEND Exhibit B, Scope of Work, Reporting Section A of the Contract:

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **February 14, 2022**.

TO READ:

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **August 12, 2022**.

AMEND Exhibit D, Compensation, Section a of the Contract:

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$153,420.23**. Compensation shall be based on the following budget:

Youth A&D Pre-Engagement & Outreach Program Budget		
<i>July 2020 - December 2021</i>		
Category	Budget	
<i>Personnel</i>		
	<i>FTE</i>	
CADCII	0.5	\$ 63,037.50
CADCI	0.4	\$ 47,970.00
Benefits		\$ 27,752.25
Total Personnel		\$ 138,759.75
<i>Other</i>		
Mileage		\$ 1,992.75
Total Other		\$ 1,992.75
<i>Administration</i>		
Admin Fee 9%		\$ 12,667.73
Total Administration		\$ 12,667.73
Budget Total		\$ 153,420.23

TO READ:

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$204,560.30**. Compensation shall be based on the following budget:

Youth A&D Pre-Engagement & Outreach Program Budget		
<i>July 2020 - June 2022</i>		
Category	Budget	
<i>Personnel</i>		
	<i>FTE</i>	
CADCII	0.5	\$ 84,050.00
CADCI	0.4	\$ 63,960.00
Benefits		\$ 37,003.00
Total Personnel		\$ 185,013.00
<i>Other</i>		
Mileage		\$ 2,657.00
Total Other		\$ 2,657.00
<i>Administration</i>		
Admin Fee 9%		\$ 16,890.30
Total Administration		\$ 16,890.30
Budget Total		\$ 204,560.30

[Signature page follows]

SIGNATURE PAGE

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

NORTHWEST FAMILY SERVICES

Rose Fuller 12/2/2021
Authorized Signature Date

Rose Fuller Executive Director
Name / Title (Printed)

170100-18
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on behalf of the Board:

Tootie Smith, Chair Date

Approved as to form:

Kathleen J. Rastetter 12/2/2021
County Counsel Date

January 20, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #02 to a Contract with The Inn, Home for Boys dba True Housing for Alcohol- and Drug-Free Housing. Amendment adds \$23,250.00 to the Contract, increasing the maximum contract value to \$93,000.00. Funding through the State of Oregon, Oregon Health Authority.
No County General Funds involved.

Purpose/Outcomes	Provides alcohol- and drug-free permanent housing for up to six (6) women and children.
Dollar Amount and Fiscal Impact	Amendment adds \$23,250.00 to the value of the contract. New contract maximum value is \$93,000.00.
Funding Source	State of Oregon, Community Mental Health Program (CMHP) funds. No County General Funds.
Duration	Effective upon signature and terminates on June 30, 2022.
Previous Board Action	None
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of outpatient mental health and substance use services.
Counsel Review	Reviewed and approved December 6, 2021 Kathleen Rastetter
Procurement Review	Was this item processed through Procurement? No. Direct Procurement (Under \$50,000.00). Contract term being extended to complete formal procurement process for these services.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9736

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to the Contract with The Inn, Home for Boys, operating as True Housing. The Contract provides alcohol- and drug-free permanent housing. The Amendment extends the term of the Contract to ensure no gap in services while a formal procurement process is completed.

This Amendment, effective upon signature and terminates June 30, 2022, was reviewed and approved by Counsel December 6, 2021. The Amendment increases the maximum contract value by \$23,250.00 for a new maximum value of \$93,000.00.

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Clackamas.us/h3s

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director
Health, Housing & Human Services Department

Contract Amendment #02
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 9736 Board Agenda Number: _____

and Board date: _____

Division: **Behavioral Health** _____

Amendment No. 02

Contractor: **The Inn, Home for Boys dba True Housing** _____

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes: Scope of Services Contract Budget/Compensation
 Contract Term Other _____

This Amendment #02 is entered into between The Inn, Home for Boys dba True Housing (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on October 5, 2020 (“Contract”), as amended.

Justification for Amendment:

This Contract provides alcohol- and drug-free permanent housing for up to six (6) women and children.

This Amendment #02 extends the term of the Contract six (6) months to **expire June 30, 2022**.

Amendment #02 **adds \$23,250.00** for the additional months of service, increasing the maximum contract value to **\$93,000.00**.

This Amendment #01 is effective **upon signature** and continues through **June 30, 2022**.

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 Article I. Section 1 of the Contract:

1. **Effective Date and Duration.** This Contract shall become effective July 1, 2020, upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.

TO READ:

1. **Effective Date and Duration.** This Contract shall become effective July 1, 2020, upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**.

AMEND Article I. Section 3 of the Contract:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **sixty-nine thousand seven hundred fifty dollars (\$69,750.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

TO READ:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **ninety-three thousand dollars (\$93,000.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

AMEND Reporting Requirements Section of Exhibit B, Scope of Work, of the Contract:

Reporting Requirements

Contractor shall submit a quarterly summary report within thirty (30) days following the end of each quarter.

Reporting Periods	Report due no later than:
July 1 – September 30, 2020	October 30, 2020
October 1 – December 31, 2020	January 30, 2021
January 1 – March 31, 2021	April 30, 2021
April 1 – June 30, 2021	July 30, 2021
July 1 – September 30, 2021	October 30, 2021
October 1 – December 31, 2021	January 30, 2022

The Inn, Home for Boys dba True Housing #9736

Professional Services Contract – Amendment #02

Page 3 of 5

Reports shall include:

- Number of non-enrolled individuals served
- Number of non-enrolled individuals receiving education
- Number of non-enrolled individuals receiving prevention services
- Number of non-enrolled individuals receiving outreach services
- Number of non-enrolled individuals receiving other non-encounterable services

TO READ:

Reporting Requirements

Contractor shall submit a quarterly summary report within thirty (30) days following the end of each quarter.

Reporting Periods	Report due no later than:
July 1 – September 30, 2020	October 30, 2020
October 1 – December 31, 2020	January 30, 2021
January 1 – March 31, 2021	April 30, 2021
April 1 – June 30, 2021	July 30, 2021
July 1 – September 30, 2021	October 30, 2021
October 1 – December 31, 2021	January 30, 2021
<i>January 1 – March 31, 2022</i>	<i>April 30, 2022</i>
<i>April 1 – June 30, 2022</i>	<i>July 30, 2022</i>

Reports shall include:

- Number of non-enrolled individuals served
- Number of non-enrolled individuals receiving education
- Number of non-enrolled individuals receiving prevention services
- Number of non-enrolled individuals receiving outreach services
- Number of non-enrolled individuals receiving other non-encounterable services

AMEND Section a. of Exhibit D, Compensation, of the Contract:

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$69,750.00**.

Contractor shall bill at rate of **\$645.83 per bed (up to six (6) beds) per month**

TO READ:

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$93,000.00**.

The Inn, Home for Boys dba True Housing #9736

Professional Services Contract – Amendment #02

Page 4 of 5

Contractor shall bill at rate of **\$645.83 per bed (up to six (6) beds) per month**

[Signature page follows]

The Inn, Home for Boys dba True Housing #9736

Professional Services Contract – Amendment #02

Page 5 of 5

SIGNATURE PAGE

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

THE INN, HOME FOR BOYS DBA TRUE HOUSING



12-09-21

Authorized Signature

Date

Name / Title (Printed)

086102-14

Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon

Entity Type / State of Formation

COUNTY OF CLACKAMAS BOARD OF COMMISSIONERS

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Signing on behalf of the Board:

Tootie Smith, Chair

Date

Approved as to form:



12/6/2021

County Counsel

Date



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

January 20, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

FEMA-4562-DR-OR FEMA Infrastructure Contract
For the 2020 Wildfires

Purpose/Outcome	Approval to accept an amendment to the grant award from the State of Oregon, by and through the Oregon Military Department (OEM) for FEMA 4562-DR-OR Wildfire Declaration and Straight-Line Winds.
Dollar Amount and Fiscal Impact	Amendment increases reimbursement rate from 75% to 100% for the period of 9/11/20 to 10/10/20.
Funding Source	Federal funding provided by FEMA and administered by Oregon Emergency Management (OEM)
Duration	The agreement will terminate when the projects associated with the event are complete.
Previous Board Action	1-12-2021 approval of grant agreement
Strategic Plan Alignment	N/A
County Counsel Review	Reviewed and approved by County Counsel ARN 1-12-22
Contact Person	Christa Bosserman-Wolfe, Deputy Finance Director 503-758-4839

BACKGROUND:

On September 8, 2020, Clackamas County made a disaster declaration due to the devastating impacts of the 2020 Wildfires. The County activated the Emergency Operations Center and began tracking costs for a FEMA event. Attached is an amendment to the agreement, through the State of Oregon, to increase the cost reimbursement rate.

With this amendment, FEMA will reimburse the County up to 100 percent of eligible costs for the period of September 11 through October 10, 2020. Costs outside of that period will be reimbursed at 75 percent. Clackamas County is required to cover the remaining 25 percent and this is considered matching funds for the agreement.

The agreement is an open-ended award amount and the value will be determined by FEMA through OEM. Based on accounting to date, County Finance has determined the eligible costs of the agreement to be approximately \$1.6 million dollars and anticipated revenues to be approximately \$1.4 million dollars.

OEM has requested that Clackamas County return the attached formal contract as soon as possible.

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners accept this amendment to the grant agreement as it is financially beneficial to the County and necessary to expedite the repayment process.

Respectfully submitted,

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

Elizabeth Comfort
Finance Director

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4562-DR-OR

AMENDMENT NO. 1

This is Amendment No. 1 ("Amendment") to the Agreement between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and Clackamas County, a political subdivision of the State of Oregon, hereinafter referred to as the "Subrecipient."

- 1. Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
- 2. Amendment.** The Contract is hereby amended as follows (unless otherwise indicated, new language is indicated by underlining and deleted language is italicized and bracketed):

a. Section 5.1 is added to the Agreement (after Section 5.0) as follows:

5.1 100% REIMBURSEMENT PERIOD

Pursuant to the authority granted in the President's order dated June 29, 2021, the federal share for debris removal (Category A) and emergency protective measures (Category B) under the Public Assistance program has been increased to 100 percent for eligible costs incurred during the period from September 11, 2020, through and including October 10, 2020 (the "100% Reimbursement Period"). For all eligible work performed outside of the 100% Reimbursement Period, FEMA's federal cost share shall be 75 percent as set forth in Section 5.0 above.

- 3. Original Agreement.** Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Amendment as of the date and year written below.

Stan E. Thomas,
Alternate Governors Authorized
Representative Office of Emergency
Management
Date:

Tootie Smith
Subrecipient Signature
Clackamas County County Commissioner,
Chair
Date:

APPROVED
FOR LEGAL SUFFICIENCY
NAME:
Assistant Attorney General
DATE:
Oregon Emergency Management P. O.
Box 14370
Salem, OR 97309-5062
CFDA: 97-036

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING
Federal Tax ID No. (TIN): 93-60002286
Organization: Clackamas County, Oregon
Address: 2051 Kaen Rd, Oregon City, OR 97045
Phone: 503-742-5400



January 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Cooperation Agreement between Clackamas County and PGE for
using FEMA Grants Funds in Partnership for the Mt Hood Corridor Resiliency
Project. No County General Funds Needed.

Purpose/Outcomes	Disaster Management (DM) requests the Board to approve this Cooperation Agreement to support the Mt Hood Corridor Resiliency Project through the administration of FEMA 2021 Building Resilient Infrastructures for Communities (BRIC) Grant, if awarded.
Dollar Amount and Fiscal Impact	No direct fiscal impact. This approval establishes a shared understanding of the working relationship for the administration of the FEMA BRIC grant funds. A formal contract between the County and PGE will be implemented upon the award of the grant.
Funding Source	FEMA 2021 BRIC Grant
Duration	Until December 31, 2025
Previous Board Action	The Board approved the ability to apply for the FEMA BRIC program for 2021 on September 23, 2020, Item F. 2.
Strategic Plan Alignment	1. This item will foster community resilience through planning and preparedness. 2. This item will support long-term investments in strong and affordable infrastructure that will help ensure the safety, and security of our residents.
County Counsel Review	Andrew Naylor on 1/12/22
Procurement Review	Procurement review is not required.
Contact Person	Jay Wilson, (503) 723-4848

BACKGROUND:

In pursuit of the FEMA 2021 BRIC grant for the Mt Hood Corridor Resiliency Project, the County and PGE are entering into a Public-Private Partnership and this Cooperative Agreement establishes the administrative relationships for managing the federal funds, if awarded.

RECOMMENDATION:

Staff respectfully recommends the approval of the Cooperation Agreement with PGE.

Sincerely,

Daniel Nibouar
Interim Director

Attachments: Clackamas County and PGE Cooperation Agreement

Daniel Nibouar

Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

COOPERATION AGREEMENT

This Cooperation Agreement (“Agreement”) is made and entered into on January 12, 2022 (“Effective Date”) between Portland General Electric Company (“PGE”), an Oregon corporation, principally located at 121 SW Salmon Street, Portland, OR 97204, and Clackamas County (“County”), an Oregon municipality, principally located at 2051 Kaen Road, Oregon City, 97045, each a “Party” or collectively the “Parties.”

RECITALS

WHEREAS, as a critical service provider, PGE is committed to providing safe, reliable, affordable and responsibly generated electricity to its customers every day;

WHEREAS, in September of 2020, due to increased threat of wildfire from a combination of high winds, low humidity and other wildfire threat metrics, PGE implemented a Public Safety Power Shutoff in the Mt. Hood Corridor. The heavily forested, relatively isolated communities along the Mt. Hood corridor are more vulnerable to wildfire and harder to protect. The series of wildfires that burned in the area burned more than one million acres that resulted from the weather conditions throughout the state;

WHEREAS, the rapid acceleration of climate change within Oregon in the last few years has magnified the need for utilities, like PGE, and their communities, like the County, to work together to plan for the resiliency of critical infrastructure when faced with the increased threat of wildfire and extreme weather;

WHEREAS, to further the County’s public interest objective to ensure access to critical services and infrastructure to its residents and businesses, the County has applied for a Fifty Million Dollar (\$50,000,000) FEMA Building Resilient Infrastructure and Communities Grant (the “Grant”) to help fund its proposed Mt. Hood Corridor Resiliency Project (“Resiliency Project”), which includes the undergrounding of the sub-transmission and distribution lines located in the Mt. Hood Corridor that power the Bull Run Watershed, which is the primary drinking water supply for nearly one million people; and

WHEREAS, all of the infrastructure that will be undergrounded as part of the Resiliency Project is located within PGE’s electric service territory and is owned and operated by PGE, except for the Dunns Corner-Portland Hydro 57kV line, which is co-owned by PGE and the City of Portland and operated by PGE;

WHEREAS, the Resiliency Project aligns with PGE’s strategy to improve the resiliency of its critical energy infrastructure.

NOW THEREFORE, the Parties desire to collaborate on the Resiliency Project and agree as follows:

1. Term. This Agreement will commence on the Effective Date and expire on December 31, 2025 (the “Term”) unless earlier terminated in accordance with the provisions of this Agreement.

2. Consideration. There is no monetary consideration for this Agreement. The consideration for this Agreement is the Parties' agreement to comply with the terms and conditions herein.
3. Project Management Services. If County is awarded the Grant, PGE will provide, at County's request, in-kind project management services for Stage 1 of the Resiliency Project.
4. Engineering Services. At its sole cost, PGE will hire and manage qualified engineering consultants ("Consultants") to complete final engineering, design and permitting of the Resiliency Project. PGE shall retain ownership of all work product created by the Consultants.
5. Status Reporting. If County is awarded the Grant, PGE will submit monthly reports to the County in an agreed upon format, for compliance and project status update purposes, in accordance with the Grant requirements. All costs for the Resiliency Project shall be tracked and accounted for separately from any other PGE project.
6. PGE Funding Approvals. Upon completion of the final engineering and design for Stage 1 of the Resiliency Project as set forth in Section 2, PGE will seek PGE board approval to pay for the costs to complete the work set forth in the Final Design that are more than the total Grant award amount. In the event PGE does not obtain board approval, PGE may terminate this Agreement upon ten (10) days written notice to County.
7. County Obligation. In consideration for PGE's performance under this Agreement, the County agrees to take good faith efforts to pursue the Grant. If awarded the Grant, the County agrees to take good faith efforts to pursue a sole-source procurement with PGE, in accordance with applicable law, to enter into an agreement with PGE to perform the necessary infrastructure work described in the Grant. Such agreement will be subject to terms and conditions agreed to by the parties, and is expected to require PGE to maintain the infrastructure funded by the Grant in accordance with all applicable Grant requirements.
8. Dunns Corner Operating Agreement. During the Term, PGE will diligently and in good faith negotiate a renewal of the operating agreement for the Dunns Corner Portland Hydro 57kV line with the City of Portland.
9. Force Majeure. As used in the Agreement, an event of "Force Majeure" shall mean an event that prevents the affected Party from performing its obligations under the Agreement and is unforeseeable and beyond the reasonable control of the affected Party. Neither Party shall be liable for delays due to an event of Force Majeure. The Party incurring the delay shall within five (5) calendar days from the beginning of the delay, notify the other Party in writing of the causes of the delay and its probable extent. In the event of any such delay, the required completion date may be extended by a reasonable period not exceeding the time lost by reason of the delay; provided, however, that if the affected Party's performance is delayed for more than ninety (90) days, either Party may, at its option, terminate this Agreement.
10. Termination. Either Party may terminate this Agreement in the event the other Party materially breaches an obligation under this Agreement and such breach remains uncured after ten (10) days of receipt written notice of such breach. In the event the County is denied the Grant, the Grant application is withdrawn, or the funding under the Grant is otherwise reduced or withdrawn, either Party may terminate this Agreement upon ten (10) days written notice to the other Party. Upon a termination of this Agreement, neither Party shall have any further obligation to the other Party under this Agreement.

11. Disclaimer of Warranty. PGE MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW BY STATUTE OR OTHERWISE, AND PGE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.
12. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Notices. All notices permitted or required to be given under the Agreement shall be in writing and shall be deemed given: (i) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by the records of such courier), (ii) if mailed, on the date of delivery as shown by the return receipt, or (iii) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices must be sent to the addresses set forth below or to such other addresses as a Party may from time to time specify by notice pursuant hereto:

To PGE: Portland General Electric Company
 Attention: Brooke Brownlee
 121 SW Salmon Street
 Portland, OR 97204
 Email: Brooke.Brownlee@pgn.com

To County: Clackamas County Disaster Management
 Attention: Daniel Nibouar
 1710 Red Soils Court #225
 Oregon City, OR 97045

14. Nonwaiver. No waiver of the nonperformance or violation of any term or condition of the Agreement or any default under the Agreement should be construed to be or operate as a waiver of any subsequent nonperformance, violation, or default. No waiver of any portion of the Agreement is effective unless made in writing.


15. Controlling Law and Venue. THE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. COUNTY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT AND WAIVES ANY OBJECTION THAT COUNTY MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
16. Survival. Any and all provisions contained in the Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of the Agreement will survive such termination of the Agreement.
17. Severability. If any provisions of the Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Agreement should be construed to give effect as nearly as possible to the intent of the Parties. The Parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable
18. Amendment; Assignment. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written amendment signed by both Parties. Neither Party may assign or transfer this Agreement, in whole or in part, without the written consent of the other Party.
19. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.
20. Complete Agreement. This Agreement constitutes the complete agreement between PGE and County and supersedes all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of the Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement as of the Effective Date.

CLACKAMAS COUNTY

PORTLAND GENERAL ELECTRIC CLL
COMPANY CL

By: _____
Title: _____


Maria Pope (Jan 12, 2022 12:52 PST)

By: Maria Pope
Title: President & Chief Executive Officer










Clackamas County Cooperation Agreement (PGE 1-12-22)

Final Audit Report

2022-01-12

Created:	2022-01-12
By:	Ingrid Campbell (ingrid.campbell@pgn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyNBb41sMAOH90DPIZ0zA7qWkYRFZDdod

"Clackamas County Cooperation Agreement (PGE 1-12-22)" History

-  Document created by Ingrid Campbell (ingrid.campbell@pgn.com)
2022-01-12 - 8:37:07 PM GMT- IP address: 163.116.132.118
-  Document emailed to Crystal Lindquist (crystal.lindquist@pgn.com) for approval
2022-01-12 - 8:38:37 PM GMT
-  Email viewed by Crystal Lindquist (crystal.lindquist@pgn.com)
2022-01-12 - 8:45:14 PM GMT- IP address: 163.116.132.117
-  Crystal Lindquist (crystal.lindquist@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO
2022-01-12 - 8:45:40 PM GMT- IP address: 163.116.132.117
-  Document approved by Crystal Lindquist (crystal.lindquist@pgn.com)
Approval Date: 2022-01-12 - 8:45:40 PM GMT - Time Source: server- IP address: 163.116.132.117
-  Document emailed to Maria Pope (maria.pope@pgn.com) for signature
2022-01-12 - 8:45:42 PM GMT
-  Email viewed by Maria Pope (maria.pope@pgn.com)
2022-01-12 - 8:52:39 PM GMT- IP address: 163.116.132.115
-  Maria Pope (maria.pope@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO
2022-01-12 - 8:52:49 PM GMT- IP address: 163.116.132.115
-  Document e-signed by Maria Pope (maria.pope@pgn.com)
Signature Date: 2022-01-12 - 8:52:49 PM GMT - Time Source: server- IP address: 163.116.132.115

✔ Agreement completed.

2022-01-12 - 8:52:49 PM GMT



Daniel Nibouar
Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

January 20, 2022

Board of County Commissioners
Clackamas County

Approval of Maintenance Assurance Letter for Federal Emergency Management Agency (FEMA) 2021 Building Resilient Infrastructure and Communities (BRIC) Grant with Portland General Electric (PGE) County General Funds are/are not involved.

Purpose/Outcome	Approval of Maintenance Assurance Letter for FEMA BRIC grant.
Dollar Amount and Fiscal Impact	No direct fiscal impact.
Funding Source	Not applicable
Duration	Not applicable
Previous Board Action/Review	The Board approved the ability to apply for the FEMA BRIC program for 2021 on September 23, 2020, Item F. 2.
Strategic Plan Alignment	1. This item will foster community resilience through planning and preparedness. 2. This item will support long-term investments in strong and affordable infrastructure that will help ensure the safety, and security of our residents.
Counsel Review	Andrew Naylor on 1/12/22
Procurement Review	Procurement review is not required
Contact Person	Jay Wilson, 503-723-4848

BACKGROUND: The Director of the Department of Disaster Management respectfully requests that the Clackamas County Board of Commissioners approve and sign the Maintenance Assurance Letter that is a standard requirement for the acceptance of federal mitigation grant funds from FEMA.

This letter acknowledges the County's understanding of its responsibility for the routine maintenance of the project's infrastructure but also references that the County will ensure the performance of this obligation through an agreement with a third party (PGE) to perform the necessary work, if we are awarded the grant.

These maintenance assurance letters are standard requirements for all FEMA mitigation grant awards and can usually be signed at the staff level. As this project is unique, as a Public Private Partnership with PGE and the County seeking federal grant funds as the grant sponsor, we are requesting that the Board approve of this maintenance letter for the BRIC grant sub-application.

RECOMMENDATION: Staff recommends approval of this letter for inclusion in the FEMA BRIC grant application.

Respectfully submitted,

Daniel Nibouar
Interim Director
Disaster Management



BOARD OF COUNTY COMMISSIONERS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Anna Feigum
State Hazard Mitigation Officer
Oregon Office of Emergency Management
3225 State St, Room 115
Salem, OR 97301
shmo@mil.state.or.us

January 12, 2022

Re: Safeguarding Energy – Mt. Hood Corridor Resiliency Project, Maintenance Agreement

Dear Anna Feigum:

Clackamas County hereby agrees that if it receives any Federal funding as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for routine maintenance of any real property, structures, electrical installations and equipment obtained as a result of such Federal funding, for at least the life of the project. Clackamas County will ensure performance of this obligation through an agreement with a third party to perform the work contemplated by the Federal funding agreement.

The purpose of this agreement is to make clear that the sub-grantee's maintenance responsibilities following project award and to show the sub-grantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Sincerely,

Clackamas County Board of County Commissioners



DAN JOHNSON
DIRECTOR

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

January 20, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of Transportation for the use of Bailey Bridge Components as Temporary Detour Structure

Purpose/Outcomes	The purpose of this agreement is to formalize the conditions of the loan and reimbursement for ODOT expenses associated with the County’s use of a Bailey Bridge, presently being used as a temporary detour structure on Hideaway Court. Usage may be up to two years
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$942,000 ODOT Bailey Bridge IGA: \$14,000
Funding Source	Damascus Roads Fund
Duration	Two years from date of execution of the IGA or the return of bridge components, whichever comes first.
Previous Board Action	01/18/22: Discussion item at issues
Strategic Plan Alignment	1. How does this item align with your department’s Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of “Travelers on Clackamas County roads will experience safe roads in good condition.” 2. How does this item align with the County’s Performance Clackamas goals? This item aligns with “Ensure safe, healthy and secure communities” by allowing the continued pedestrian, residential and emergency traffic access until permanent repairs or replacement can be made..
Counsel Review	Date of Counsel review: 01/06/22, NB
Procurement Review	<i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact Person	Stan Monte, Project Manager 503-742-4678

BACKGROUND:

In January 2021, heavy rains and strong winds caused trees to fall into a tributary of Johnson Creek that resulted in the failure of a culvert supporting the road on Hideaway Court. Hideaway Ct is the sole access to 11 residences and there are currently no feasible detours over publically-maintained lands that would provide an alternative access. A temporary bridge was borrowed from ODOT and placed as an interim measure until the culvert can be replaced. Through the County’s on-call consulting services the Department of Transportation and Development (DTD) has enlisted the assistance of a bridge professional engineer, surveyors and environmental specialists to assist in the design and environmental permitting required for replacement of this culvert.

This IGA formalizes the working agreement made between ODOT and DTD at the time of the emergency borrowing and authorizes the County to reimburse ODOT for expenses incurred during the initial installation and the eventual return of the bridge and its components. Through

this agreement the County is also made responsible for the maintenance, repair and or restoration of the bridge components until its return to ODOT. County's use of the bridge may be up to two years.

The maximum estimated reimbursement to ODOT to be authorized through this IGA is \$14,000 and will be paid from Damascus Road Funds.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with the Oregon Department of Transportation for the Use of Bailey Bridge Components as Temporary Detour Structure as listed in the agreement.

Respectfully submitted,

Stan Monte

Stan Monte,
Project manager

INTERGOVERNMENTAL AGREEMENT
Use of Bailey Bridge Components as Temporary Detour Structure

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. A failed culvert located on Hideaway Court has caused Agency to seek a temporary detour to reopen Hideaway Court while the culvert is repaired.
3. State desires to lend components from its Bailey Bridge to allow Agency to construct such a detour.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State agrees to provide to Agency certain bridge components (the "Bridge Components") necessary to construct a detour bailey bridge as an alternate route at Hideaway Court (the "Project"). The location of the Project is set forth in more detail in the attached Exhibit A.
2. County shall reimburse State for costs incurred by State for the loading and unloading to and from the storage sites and for the assembling the Bridge Components at the Project site. The estimated cost of such work is \$14,000.
3. State retains the right to remove the Bridge Components from the Project site in the event State determines it to be in the best interest of the State of Oregon to use the Bridge Components to respond to other needs, such as a catastrophic event.
4. This Agreement commences on the date all required signatures are obtained and terminates upon the return of the Bridge Components to State or two (2) years from the date of execution, whichever occurs first.

AGENCY OBLIGATIONS

1. Agency shall reimburse State for all costs reasonably incurred by State as part of the Project, including but not limited to the loading, unloading and transport of the Bridge Components; the assembly and disassembly of the Bridge Components at the Project site and associated cleaning and repair; and the costs associated with project management and engineering services.
2. Agency shall pay State within forty-five (45) days of Agency's receipt of a Project invoice from State.
3. Agency is responsible for the following aspects of the Project:
 - a. Agency is responsible for the inventory of all Bridge Components and for identifying and acquiring any missing components required for completing the Project. Agency shall provide to State as a Microsoft Word document a detailed inventory of all Bridge Components transported from storage. State shall review the list and review and approve the inventory sheet.
 - b. Agency is responsible for performing all necessary maintenance of the Bridge Components while the Bridge Components are in use as part of the Project. Such maintenance includes lubrication, spot painting of rusted areas, and the checking and tightening of all moveable parts.
 - i. Upon completion of the new structure at Hideaway Court, Agency is responsible for the disassembly, loading, and transporting of the Bridge Components of the temporary structure from the Project site to the final storage site as designated by State.
 - ii. Upon completion of the new structure, Agency is responsible for cleaning, repairing, lubricating, and packing the Bridge Components. Agency shall provide to State as a Microsoft Word document a detailed inventory of all Bridge Components transported from the Project site and placed in the storage facility. State and Agency shall use the approved inventory sheet at project close out.
 - iii. When not in use, all Bridge Components shall be packed as received. All pins and bolts shall be stored in containers. Agency shall clearly mark all items with the part number and quantity. Prior to packing, Agency shall clean and lubricate all assemblies (including threads and nuts) as required. Agency shall use preservative lubricant according to Section 02560.70 of the Oregon Department of Transportation's *Lubricants for Galvanized Fasteners* or as otherwise directed by State.
 - iv. Agency shall replace or repair any damaged, broken, or missing Bridge Component parts as directed by State's Project Manager. All Bridge Components shall be returned in a condition that, absent extenuating

circumstances outside Agency or State's control, will not require additional maintenance for a period of five (5) years.

v. Agency is responsible for returning the Bridge Components in the same or better condition as they were when installed. This may require repair or recoating if damaged during use.

4. County shall notify State's Project Manager at least two weeks in advance of the return of the Bridge Components to permit State to be present during delivery to the final storage site for inspection of the returned Bridge Components.
5. Agency's use of the Bridge Components for the Project shall not exceed two (2) years without amendment to this Agreement.
6. In the event the Project will not be completed on time, Agency shall notify State's Project Manager at least three (3) months in advance of the scheduled Project completion date so that the Parties can discuss a time extension for Agency's use of the Bridge Components.
7. Agency shall return the Bridge Components to State within two (2) months after the replacement bridge structure is open to traffic.
8. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
9. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
11. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than

\$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

12. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents 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 Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
13. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
14. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. Agency's Project Manager for this Project is Joel Howie, Civil Engineering Supervisor, 150 Beavercreek Road, Oregon City, OR 97045, 503.713.3504, jhowie@clackamas.us, or assigned designee upon individual's absence. Agency

shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State agrees to provide the Bridge Components to Agency for use in the Project.
2. State shall load and unload the Bridge Components to and from the Project site and assist in assembling the Bridge Components at the Project sites. If State is provided at least one week's notice from Agency, State shall be available to disassemble the Bridge Components at the Project site.
3. Upon the completion of State's work on the Project, State shall submit an invoice to Agency itemizing all costs associated with the Project.
4. State shall inspect all Bridge Components upon their delivery to the storage site and completion of the inventory report by Agency and determine whether the components should last with reasonable use for five (5) years.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State's Project Manager for this Project is Holly Winston, Senior Local Bridge Standards Engineer, 4040 Fairview Industrial Drive SE, MS #4 Salem, OR 97302 503.986.3356, holly.m.winston@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.

- d. 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 State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent

it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

Agency/State
Agreement No. 34673/73000-00003572

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CLACKAMAS COUNTY, by and through
its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO FORM

By _____

Date _____

Agency Contact:

Joel Howie, Civil Engineering Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4658
jhowie@clackamas.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

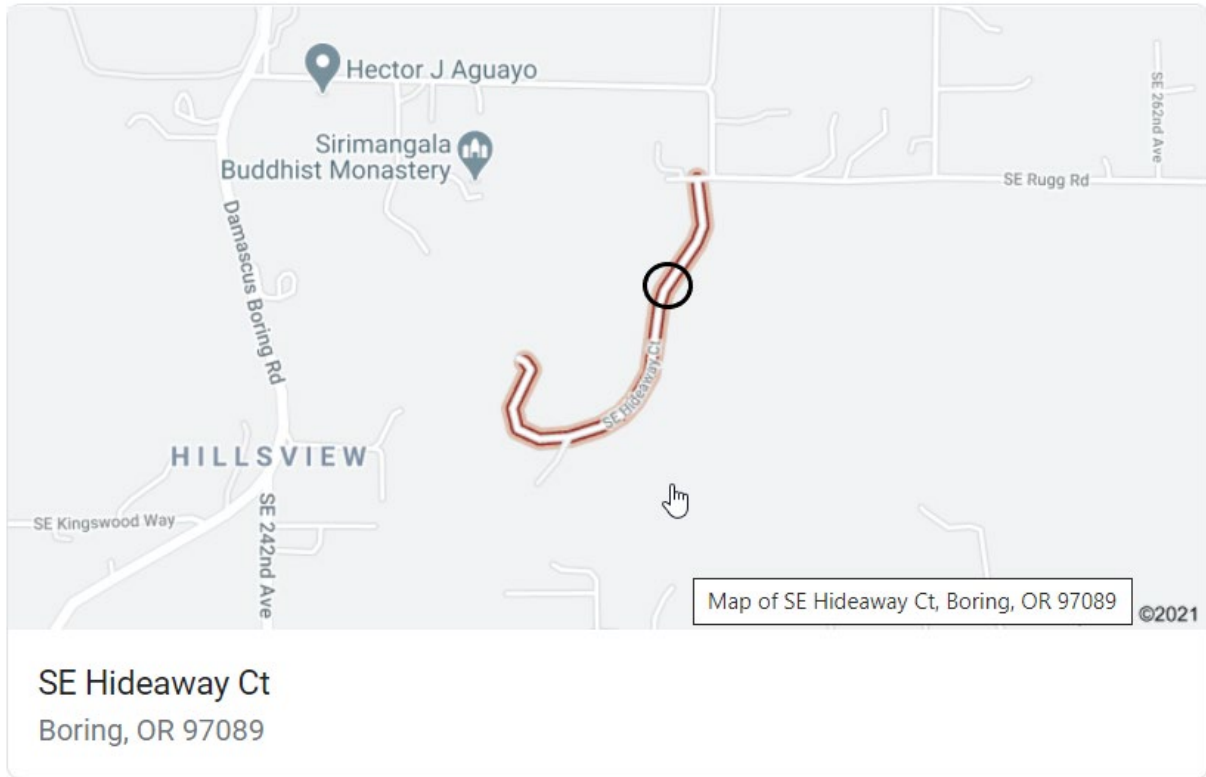
District 2B Manager

Date _____

State Contact:

Holly Winston, PE,
Senior Local Bridge Standards Engineer
4040 Fairview Industrial Drive SE, MS #4
Salem, OR 97302
503-986-3356
Holly.M.Winston@odot.state.or.us

EXHIBIT A – PROJECT LOCATION





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:

Authorization to Purchase Quantity seventeen (17) 2021 Dodge Durango Pursuit AWD (WDEE75) vehicles from Withnell Motor Company through the State of Oregon Contract #1651 for the Clackamas County Sheriff's Office

Purpose / Outcome	Approval to purchase seventeen (17) 2021 Dodge Durango Pursuit AWD vehicles from Withnell Motor Company through the State of Oregon Contract #1651 for the Clackamas County Sheriff's Office
Dollar Amount and Fiscal Impact	\$594,449.54
Funding Source	Clackamas County Sheriff's Office- General Fund
Duration	June 30, 2022
Previous Board Action/Review	1/18/22: Discussion item at issues
Strategic Plan Alignment	Replaces less reliable vehicles. Ensure safe secure communities.
Counsel Review	N/A: this purchase is through a cooperative contract.
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Russ Weber, Equipment Coordinator, (503) 722-6324
Contract No.	State of Oregon Cooperative Contract # 1651

Background:

The Clackamas County Sheriff's Office has requested that the Clackamas County Fleet Services Division within the Department of Transportation and Development purchase seventeen (17) 2021 Dodge Durango Pursuit AWD (WDEE75) from Withnell Motor Company through the State of Oregon Contract #1651.

These vehicles will be assigned to the Sheriff's Office Patrol Division and will replace aging vehicles that are currently assigned to the patrol division.

Procurement Process:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #1651 with the State of Oregon Cooperative Purchasing Agreement Program through Withnell Motor Company. A notice of Intent to Purchase the seventeen (17) Dodge Durango Pursuit AWD (WDEE75) was issued on November 3, 2021. No comments were received at the time of closing on November 10, 2021.

Recommendation:

Staff respectfully recommends the Board approve this purchase and authorizes Procurement staff to issue the PO on behalf of the County.

Sincerely,

Warren Gadberry

Warren Gadberry
Fleet Manager

Placed on the Board Agenda of _____ by the Procurement Division.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving Issuance of
Purchase Order of seventeen (17)
2021 Dodge Durango Pursuit AWD
(WDEE75) from Withnell Motor
Company through the State of Oregon
Contract #1651



Board Order No. _____
Page 1 of 1

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Oregon Revised Statutes (“ORS”) chapter 279A.200-220 and Local Contract Review Board Rule C-046-0400 permit Clackamas County to purchase goods or services using a cooperative procurement;

Whereas, the State of Oregon established a cooperative contract with Withnell Motor Company for the purchase of seventeen (17) 2021 Dodge Durango Pursuit AWD (WDEE75);

Whereas, the Clackamas County Sheriff’s Office desires to purchase seventeen (17) 2021 Dodge Durango Pursuit AWD (WDEE75) from Withnell Motor Company through the State of Oregon Contract, for a total contract price of \$594,449.54;

Whereas, the Clackamas County Department of Finance requests authority to utilize the State of Oregon contract to purchase the aforementioned vehicle by issuance of a purchase order (“PO”);

Whereas, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. The requested use of the State of Oregon contract to purchase the aforementioned vehicles in the amount of \$594,449.54; is hereby approved;
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned vehicle using the State of Oregon contract.

DATED this ____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

27Oct2021

TO: Warren Gadberry, Clackamas County Fleet

FR: Angela Brandenburg, Clackamas County Sheriff

RE: Purchase of Sheriff's Office vehicles

The Clackamas County Sheriff's Office requests the Clackamas County Fleet Department obtain seventeen (17) 2021 Dodge Durangos from Withnell Dodge equipped per attached vehicle invoice forms. The total cost of the 2021 Dodge Durango Police AWD is \$34,967.62. Setup and installation fees are \$30,552.74. The total cost of the 2021 Dodge Durango is \$65,520.36.

The vehicles will be assigned to the Sheriff's Office Patrol Division and will be replacement vehicles. The outgoing vehicles have high mileage and will be relegated to spare use or auctioned off.

The funds for these vehicles are available in the Sheriff's Office 2021-2022 fiscal year budgets. The purchase, title and document fees will be drawn from Clackamas County Fleet line item 100-21-2101-210103-48230. The setup and installations fees will be drawn from Clackamas County Fleet line item 100-21-2101-210103-48160.

Respectfully,

Angela Brandenburg, Sheriff

A handwritten signature in blue ink, appearing to read "Mike Copenhaver", written over a light blue horizontal line.

By Undersheriff Mike Copenhaver
Clackamas County Sheriff's Office

State of Oregon



PRICE AGREEMENT WITH

Withnell Motor Company (dba Withnell Dodge)

FOR

**Dodge and Ram Brand Vehicles
Price Agreement # 1651**

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Priced Order Confirmation (POC)

Date Printed: 2021-10-12 11:34 AM **VIN:** 1C4SDJFT9MC849803 **Quantity:** 01
Estimated Ship Date: 2021-10-26 1:58 AM **VON:** 49500115 **Status:** D1 - Gateline:plant has sequenced the unit for production,estimated ship date assigned
Date Ordered: 2021-06-04 1:36 PM **Ordered By:** S28368H **FAN 1:** 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB1193
PO Number:

Sold to: WITHNELL DODGE (56440)
 2650 COMMERCIAL SE
 SALEM, OR 973024451

Ship to: WITHNELL DODGE (56440)
 2650 COMMERCIAL SE
 SALEM, OR 973024451

Vehicle: 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	ADL	Skid Plate Group	295
	CW6	Deactivate Rear Doors/Windows	75
	LNA	Black Right LED Spot Lamp	515
	LNF	Black Left LED Spot Lamp	545
	NAS	50 State Emissions	0
	XAN	Blind Spot and Cross Path Detection	495
	XCS	4 Additional Key Fobs	100
	3AH	Price Protection - Code H	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB1193	Government Incentives	0
Special Equipment:	99595A		0
Destination Fees:			0

Total Price:

34,523
 1,495 PPRV tax 172.62
 cat tax 145.00
 42,515. e-plats 127.00
 34,967.62

Q **MATT MCWANE** 10/12/21

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

Michael Bork, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

January 20, 2022

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District (NCPRD) and Cascade Heights Charter School

Purpose/ Outcomes	This addendum extends the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to NCPRD on March 30, 2018.
Dollar Amount and Fiscal Impact	This extends the Lease Agreement through June 30, 2023. FY 21-22 lease revenue is \$134,040 and increases 5% annually.
Funding Source	n/a
Duration	July 1, 2022 – June 30, 2023
Previous Board Action	<ul style="list-style-type: none"> • March 29, 2018 – <i>Business Meeting</i> – Approval of the Strategic Partnership Facility Use and Transition Agreement between North Clackamas Parks & Recreation District and North Clackamas School District • June 11, 2020 – <i>Business Meeting</i> – 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. The lease signed in June 2020 was intended to be a two-year lease, but was inadvertently only extended for one year. • February 2, 2021 – <i>Business Meeting</i> – 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. Extended lease through June 30, 2022.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. How does this item align with your department’s Strategic Business Plan goals? This lease contributes additional revenue for the District to provide essential recreation services and enhanced public spaces for the residents of NCPRD. 2. How does this item align with the County’s Performance Clackamas goals? This request to extend the lease agreement ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government.

County Counsel Review	JM 11.23.21
Procurement Review	1. Was the item processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is for lease revenue for the District.
Contact Person	Michael Bork, <i>NCPRD Director</i> , 503-742-4421
Contract No.	

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) requests approval of an addendum to the lease agreement between NCPRD and Cascade Heights Charter School.

In March 2018, NCPRD entered into a Strategic Partnership Facility Use and Transition Agreement with North Clackamas School District, as part of the sale of the Hood View Sports Complex. A lease agreement between North Clackamas School District and Cascade Heights Charter School, for the Clackamas Elementary School Buildings and Grounds, was assigned to NCPRD as part of the Partnership Agreement.

This addendum extends the lease agreement through June 30, 2023, keeping all other terms and conditions as stated in the original Lease Agreement, Re-instatement, and addendums, including the rental rate, tenant’s permitted use, and landlord obligations.

RECOMMENDATION:

Staff respectfully recommend the Board approve the addendum to the Lease Agreement with Cascade Heights Charter School.

ATTACHMENTS:

1. Addendum to Lease Agreement – Clackamas Elementary School Buildings and Grounds

Respectfully submitted,



Michael Bork, Director
North Clackamas Parks and Recreation District

ADDENDUM TO LEASE AGREEMENT
Clackamas Elementary School Buildings and Grounds
Effective July 1, 2022

Lessor: North Clackamas Parks and Recreation District
150 Beaver Creek Rd
Oregon City, OR 97045

Lessee: Cascade Heights Charter School, an Oregon corporation
15301 SE 92nd Avenue
Clackamas OR 97015

This is an addendum to extend the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to North Clackamas Parks and Recreation District on March 30, 2018. This document modifies the lease agreement as described below.

The length of the lease agreement is 12 months, which will begin on July 1, 2022, and end on June 30, 2023.

All other terms and conditions are as stated in the original Lease Agreement, Re-Instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

DATED: Effective July 1, 2022

LESSOR:
North Clackamas Parks and Recreation District

LESSEE:
Cascade Heights Charter School

Tootie Smith
Chair

Cory Connors
Cascade Heights Charter School
Board Chair

Acknowledgement for Item 2022120- ____, Cascade Heights Lease Addendum 22-23

State of OREGON)
) ss.
County of Clackamas)

I, Tootie Smith as Chair of the Clackamas County Board of Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District acknowledge that I signed the attached lease on January 20, 2022 after approval by the Clackamas County Board of Commissioners.

Tootie Smith, Chair

This record was acknowledged before me on _____, 2022 by Tootie Smith as Chair of the Clackamas County Board of Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District.

Notary Public - State of Oregon

State of OREGON)
) ss.
County of Clackamas)

I, Cory Connors, as Board Chair of the Cascade Heights Charter School acknowledge that I signed the attached lease on _____.

Cory Connors, Chair

This record was acknowledged before me on _____, 2022 by Cory Connors as Board Chair of the Cascade Heights Charter School.

Notary Public - State of Oregon

Document Description
This certificate is attached as the last pages of a lease approved by the Clackamas County Board of Commissioners as Agenda Item 2022120 – _____, dated January 20, 2022.



Gregory L. Geist
Director

January 20, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Allowing the Reduction of Interest
Collected on a Certain Existing Assessment for
Water Environment Services. Fiscal Impact will allow a write-down of ~\$9,528.75 in
uncollectable interest, subject to exact timing of repayment.
No County General Fund revenues are involved.

Purpose/Outcomes	Approval of a Resolution Allowing the Reduction of Interest Collected on a Certain Existing Assessment for Water Environment Services.
Dollar Amount and Fiscal Impact	Allow write-down of ~\$9,528.75 in uncollectable interest, subject to exact timing of repayment.
Funding Source	WES monthly service charge revenues. No County General Fund revenues are involved.
Duration	One-time adjustment.
Previous Board Action/Review	Presented at Issues 1/18/2022. Resolution 2021-06 approved a write-down of interest on 3 other similarly situated properties in this assessment district on February 4, 2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This supports the County Strategic Plan to grow and support a vibrant economy. Writing off interest charges that prevent cost recovery and allowing development to occur. 2. This supports the WES Strategic Plan as WES Customers will continue to benefit from a well-managed utility.
Counsel Review	Review Date: January 12, 2022 Counsel: Amanda Keller
Contact Person	Erin Blue, WES Finance Manager, 503-742-4585
Contract No.	<i>Resolution No. not assigned yet.</i>

BACKGROUND:

Water Environment Services (“WES”) constructed wastewater improvements (collection lines) in 1981-82 in support for and anticipation of development in the Hoodland area, and levied assessments to recover costs from benefited properties. The anticipated development did not occur. For the relevant parcel, known as 25540 East Bright Avenue (the “Property”), the owner made payments for the first six years, then discontinued payments in 1988. At that point, interest began to accrue on the remaining principle balance and has continued since June 1988

The current owner of the Property has listed the Property for sale, but the assessment costs are a material barrier to the transaction. The original assessment on the Property was for \$4,248.88. The principal balance when payments were discontinued in 1988 was \$3,080.46 with interest

accruing at twelve percent (12%) per annum in accordance with a previous WES policy. Interest accrued to date adds an additional \$12,674.98 to the assessment, for a total payoff amount of \$15,755.44 as of January 12, 2022. This total cost is considered prohibitive and therefore a barrier to WES collecting anything on the assessment and for productive economic activity to occur on the Property.

WES is proposing that the interest rate on the assessment be reduced from 12% to three percent (3%), which would set the accrued interest at \$3,146.23 in addition to the original principal as of January 12, 2022. WES' current cost of capital, or interest rate it is paying for borrowed funds, is below 3% and the rate of recovery on the assessment would still be a net benefit to the ratepayers of WES. This reduction in the assessment interest rate would reduce accrued interest by approximately \$9,528.75, subject to exact timing of repayment.

In February 2021, the Board approved a similar write-down of interest of three (3) other properties within this assessment district. This Property is the last property with an outstanding balance in this assessment district.

Best practice is for the Board to approve such a write down of this kind of uncollectable debt. Given the date of the closing of the Property sale, and therefore the repayment of the relevant assessment, is in flux, the request is for approval to reduce the rate of interest on the outstanding assessment to 3% and the actual amount of interest reduced be as of the date of payoff.

The attached resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of Water Environment Services, adopt the resolution allowing the reduction of interest collected on a certain existing assessment and delegation to the Director of Water Environment Services to execute any documents necessary to facilitate the reduction of interest.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a stylized flourish at the end.

Greg Geist, Director
Water Environment Services

Attachments: Authorizing Resolution



RECORDING MEMO

New Agreement/Contract

Amendment/Change/Extension

Other: Resolution

Originating County Department: Water Environment Services

Purchasing for: _____

Other party to contract/agreement: _____

Title from Business Meeting Agenda: Approval of a Resolution Allowing the Reduction of Interest Collected on a Certain Existing Assessment for Water Environment Services. Fiscal Impact will allow a write-down of ~\$9,528.75 in uncollectable interest, subject to exact timing of repayment. No County General Fund revenues

After recording please return to: Water Environment Services
c/o Lauren Haney, Administrative Services
150 Beaver Creek Road, Suite 430
Oregon City, OR 97045

Clerk to the Board please complete below this line after Board approval

Board Agenda Date: _____

Agenda Item Number: _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON
SITTING AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES**

In the Matter of a Resolution Allowing the
Reduction of Interest Collected on a Certain
Existing Assessment



Resolution No. _____

Page 1 of 2

Whereas, Water Environment Services (“WES”) imposed an assessment on properties in the Hoodland area related to the construction of wastewater infrastructure by WES in July 1982; and

Whereas, the assessment on one property known as 25540 East Bright Avenue, (“Property”) remains unpaid and has accrued interest at a default rate for uncollected debt of 12%; and

Whereas, the amount of interest owed on the assessment for the Property is more than four times the principal owed, and has become a perceived barrier to the development and further beneficial use of the property; and

Whereas, WES desires to reduce the interest rate owed on the assessment of the Property to 3%, which would reduce the remaining amount of collected interest from approximately \$12,674.98 to \$3,146.23, subject to the exact timing of full repayment, in order to facilitate the sale and development of the Property; and

It further appearing that it is in the best interest of the County to approve this Resolution allowing the reduction of interest collected on a certain existing assessment.

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**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON
SITTING AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES**

In the Matter of a Resolution
Allowing the Reduction of Interest
Collected on a Certain Existing
Assessment



Resolution No. _____

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NOW THEREFORE, the Clackamas County Board of Commissioners, acting as the governing body of Water Environment Services, do hereby resolve:

1. The interest rate on the Property shall be reduced from 12% to 3%; and
2. The Director of Water Environment Services is authorized to take all necessary steps and execute all documentation necessary to accomplish the reduction in the interest rate and collection of the assessment owed by the Property.

DATED this _____ day of _____, 2022

**BOARD OF COUNTY COMMISSIONERS
As the Governing Body of
Water Environment Services**

Chair

Recording Secretary