



# AGENDA

**Thursday, August 29, 2013 - 10:00 AM**

**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2013-74

**I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation Recognizing Bob and Charlee Moore of Bob's Red Mill (Tracy Moreland, Public and Government Affairs)

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

**IV. DISCUSSION ITEMS** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

**~NO DISCUSSION ITEMS SCHEDULED**

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

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

- 2 1. Approval of Federal Lands Access Program Match Agreement with Federal Highway Administration for Mountain Express Bus Service in the Hoodland Area – *Social Services*

**B. Department of Transportation & Development**

- 3 1. Approval of an Intergovernmental Agreement with the City of Molalla for Planning Services
- 4 2. Approval of Requirement Contract with VSS International, Inc. for Liquid Asphalt - *Purchasing*
- 5 3. Approval of a Contact with Harper Houf Peterson Righellis, Inc. for Construction Services for the Industrial Way Extension Project - *Purchasing*

**C. Finance Department**

- 6 1. Approval of Amendment No. 2 to the Preconstruction Services and Construction Manager/General Contractor Agreement with Hoffman Construction Inc. for the Courthouse Renovation Project - *Purchasing*

**D. Elected Officials**

- 7 1. Approval of Previously Business Meeting Minutes - *BCC*

**E. Department of Emergency Management**

- 8 1. Approval of an Intergovernmental Agreement with Sunrise Water Authority for the Use of Clackamas County Emergency Notification System
- 9 2. Approval of an Intergovernmental Agreement with the City of Portland for Purchase and Reimbursement Activities Related to the Use of the FY 2012 US Department of Homeland Security's Urban Area Security Initiative Grant Program
- 10 3. Approval of a Memorandum of Understanding with the Oregon Department of Forestry Incident Management Team Shadow Program
- 11 4. Approval of the Hazard Mitigation Grant Program Intergovernmental Agreement DR-1956-OR to Develop Flood Erosion Hazard Evaluation for the Upper Sandy River

**F. Public and Government Affairs**

- 12 1. Approval of an Amendment to the Agreement between Clackamas County Cable Communications and Friends of Willamette Falls Media Center - *Cable*
- 13 2. Approval of an Agreement between Clackamas County Cable Communications and Clackamas Community College for Educational Access Funds - *Cable*
- 14 3. Approval of an Agreement between Clackamas County Cable Communications and Oregon City School District for Educational Access Funds - *Cable*
- 15 4. Approval of an Agreement between Clackamas County Cable Communications and North Clackamas School District (Sabin Schellenberg Center) for Educational Access Funds - *Cable*

**G. County Counsel**

- 16 1. Authorization of the Sale of Land to Tri-Met

**VI. DEVELOPMENT AGENCY**

- 17 1. Approval of a Contract with Otak, Inc. for Consulting Engineering Services for the Capps Road Property, also known as the Clackamas Industrial Area Opportunity Site, Stormwater Mitigation and Road Construction Project - *Purchasing*

**VII. SERVICE DISTRICT NO. 5 (Street Lighting)**

- 18 1. Board Order No. \_\_\_\_\_ Certifying the 2013-2014 Assessment Roll for Clackamas County Service District No. 5

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**



1  
GARY SCHMIDT  
DIRECTOR

**PUBLIC AND GOVERNMENT AFFAIRS**

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

August 29, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

**Presentation recognizing Bob and Charlee Moore of Bob's Red Mill**

<b>Purpose/Outcomes</b>	Recognizing county citizens who contribute to the success of Clackamas County.
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	N/A
<b>Previous Action</b>	None
<b>Contact Person</b>	Tracy Moreland, Community Relations Specialist – PGA 503-655-8520

**BACKGROUND**

Ever since starting their own business more than 30 years ago, Bob and Charlee Moore have been consistent contributors to the local economy, providing hundreds of jobs to residents, and donations and support to charities and non-profit organizations.

In 2007, when Bob's Red Mill needed to expand to a new facility to accommodate its growth, Bob Moore stayed loyal to Clackamas County, insisting that the business stay here - despite opportunities to go elsewhere.

Bob's Red Mill has grown to become one of Oregon's most successful companies – with worldwide reach. That means more jobs, more opportunity, a better economy, and a more prosperous County and citizens.

Additionally, Bob and Charlee Moore's philanthropic contributions and generosity have resonated throughout the state and beyond. They have donated to OHSU and Oregon State University, as well as local county organizations they've helped support, including the Annie Ross House, 4-H Clubs, Clackamas County Schools and the Milwaukie Senior Center and its Meals on Wheels program.

Although Mr. Moore is still the President and CEO of Bob's Red Mill, on his 81<sup>st</sup> birthday in 2010, he unveiled an Employee Stock Ownership Plan, giving the company to his employees.



GARY SCHMIDT  
DIRECTOR

**PUBLIC AND GOVERNMENT AFFAIRS**

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

**RECOMMENDATION**

Staff recommends the Board of County Commissioners present Bob and Charlee Moore with a Certificate of Appreciation during today's Business Meeting for their long-term commitment to business and community service in Clackamas County.

Respectfully submitted,

Gary Schmidt  
Director, Public and Government Affairs

August 29, 2013

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of Federal Lands Access Program  
 Match Agreement with Federal Highway Administration  
 for Mountain Express Bus Service in the Hoodland Area

<b>Purpose/Outcomes</b>	Approval of a transit grant match agreement with the Federal Highway Administration for the Mountain Express bus service. The grant will add bus service and also add service to Timberline Lodge.
<b>Dollar Amount and Fiscal Impact</b>	\$181,986 for FY 2013 with additional funds in future years based on availability of funding. Funds would pay for additional daily bus times to Government Camp and also for bus service to Timberline Lodge. There would be no fiscal impact to the county. Match funds will be provided by the two ski resorts and other local partners in a public-private partnership.
<b>Funding Source</b>	Federal Highway Administration, 2013 Oregon Federal Lands Access Program
<b>Safety Impact</b>	N/A
<b>Duration</b>	October 1, 2013 to September 30, 2017
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division - 503-655-8641
<b>Contract No.</b>	Not Applicable

**Background**

The Social Services Division of the Department of Health, Housing and Human Services requests approval for a Federal Lands Access Program Match Agreement from the Federal Highway Administration to increase the Mountain Express bus service to Government Camp and Timberline Lodge.

Clackamas County Social Services (CCSS) has operated the Mountain Express public bus service since 2007. In October, 2013, bus service will be increased to go to Government Camp to improve access to employment and recreation, reduce vehicle traffic and improve parking.

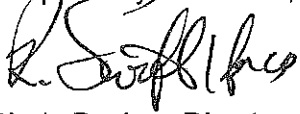
The 2013 Oregon Federal Lands Access Program grant will expand the bus frequency and would also add service to Timberline Lodge, one of the most popular attractions in the Mt. Hood recreational area. Access to businesses in Government Camp and Mt. Hood Ski Bowl would also be improved.

The total amount of the grant will be up to \$181,986 in FY 2013 with additional funds available for up to three years based on availability. The grant will have no effect on staffing. The match requirements will be met by the two ski resorts and other local partners in a public-private partnership.

**Recommendation**

We recommend the approval for this agreement and further recommend that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

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

Cindy Becker, Director



State: Oregon

Project Number/Name: OR DOT 26(1), Mt. Hood Mountain Express Transit Service Expansion

**Parties to this Agreement:**

U.S. Department of Transportation  
Federal Highway Administration  
Western Federal Lands Highway Division, FHWA

and

Clackamas County

**Purpose of Agreement:**

The purpose of this agreement is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Title 23 U.S.C 120(b). The purpose of this project is to decrease congestion on US 26/OR 173 to the ski areas and other recreation attractors around Mt. Hood. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

**Funding:**

The Federal Lands Access Program of the Moving Ahead for Progress in the 21st Century Act (MAP-21) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has decided to provide funding for the development of this project and to program the project for construction in FY 2013 under the Oregon State Federal Lands Access Program.

The matching requirement under MAP-21 will be met by Clackamas County and other agencies that have committed to the project in subsequent agreements. The forms of match may be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' ([http://www.fhwa.dot.gov/legsregs/directives/policy/fedaid\\_guidance\\_nfmr.htm](http://www.fhwa.dot.gov/legsregs/directives/policy/fedaid_guidance_nfmr.htm)) as shown in the Funding Plan. In the state of Oregon, the match rate is 10.27% of the total project cost. Clackamas County will be responsible for meeting their match requirement for their share of costs incurred on the project after October 1, 2012; which is the date for implementation of MAP-21.

**Budget:**

The following documents the expected costs of this project and the Match required:

Item	Amount
Planning	\$2,262,795
Preliminary Engineering	
Construction	
Construction Engineering	
Contingency - Contract Mods	
<b>Total Estimated Cost:</b>	<b>\$2,262,795</b>
Match Rate Required (23 USC 120):	10.27%
Value of Match Required*:	<b><u>\$232,389</u></b>

\* Calculated by multiplying the Total Estimated Cost that is subject to match requirements by the percentage match required.



**Federal Lands Access Program  
Match Agreement**

All Access Program expenditures associated with this project after October 1, 2012 will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. Estimated costs are based on the best budgeting information known at this time. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the PDC will consult with the signing agency before granting approval.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount. The Funding Plan is as follows (Includes all agencies that are cooperating in the project):

**Agency Contributions:**

Phase	Agency	Form	Due	Received	Value	Comment
PL	Clackamas Cty	In-Kind Service	8/1/2013		\$689,786	Mountain Express Service
PL	Clackamas Cty	In-Kind Service	8/1/2014		\$240,380	Mountain Express Service
PL	Clackamas Cty	In-Kind Service	8/1/2015		\$251,924	Mountain Express Service
PL	Clackamas Cty	In-Kind Service	8/1/2016		\$264,046	Mountain Express Service
<b>Total:</b>					<b>\$1,446,136</b>	<b>Total W/O Toll Credits: \$1,446,136</b>

Clackamas County is ONLY responsible for their respective match as shown in the table above.

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations [49 CFR 18 or 19] and Federal cost principles.

**Records:**  
Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs. 49 CFR 18.24(b)(6)

**Federal Highway Contributions:**

Phase	Fund	FY	Amount	Comment
PL	G200	2013	\$181,986	
PL	G200	2013	\$4,250	WFLD oversight
PL	G200	2014	\$195,472	
PL	G200	2014	\$4,250	WFLD oversight
PL	G200	2015	\$205,720	Contingent on meeting benchmarks before approval
PL	G200	2015	\$4,250	WFLD oversight
PL	G200	2016	\$216,481	Contingent on meeting benchmarks before approval
PL	G200	2016	\$4,250	WFLD oversight
<b>Total:</b>			<b>\$816,659</b>	





JS Department of Transportation  
Federal Highway Administration

## Federal Lands Access Program Match Agreement

Western Federal Lands Highway Division, FHWA  
610 E. Fifth Street  
Vancouver, WA 98661

*Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides required matching if FHWA expends funds to advance the project.*

### Modification:

This agreement may be updated periodically by mutual written consent of all parties. If project costs increase and are approved by the PDC, this funding agreement will be modified by mutual consent of all parties.



**Federal Lands Access Program  
Match Agreement**

**Delivery Agency and Fund Transfers:**

Clackamas County has been selected to deliver this project. A Reimbursable Agreement will be set up at a future date by the Project Manager. Clackamas County will invoice for appropriate charges through their accounting system up to the amount shown in the Funding Plan for Federal Highway Contributions.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified in the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

**Funds Transaction Information:**

Please contact the following individuals to set up the funds transaction:

**FHWA:**  
Tom Erkert, Federal Lands Access Program Manager  
Western Federal Lands Highway Division, FHWA  
610 E. Fifth Street  
  
Vancouver, WA 98661  
(360) 619-7791  
Tom.Erkert@dot.gov

**Clackamas County**  
Teresa Christopherson, Administrative Services Manager  
  
2051 Kaen Road  
  
Oregon City, OR 97045  
(503) 650-5718  
teresachr@co.clackamas.or.us



U.S. Department of Transportation  
Federal Highway Administration

**Federal Lands Access Program  
Match Agreement**

Western Federal Lands Highway Division, FHWA  
610 E. Fifth Street  
Vancouver, WA 98661

This Agreement shall be effective as of the date of the last signature:

**Clackamas County**

John Ludlow, Chair  
Jim Bernard, Commissioner  
Paul Savas, Commissioner  
Martha Schrader, Commissioner  
Tootie Smith, Commissioner

Signing on Behalf of the Board:

\_\_\_\_\_  
Cindy Becker, Director, Department of Health, Housing, and Human Services

\_\_\_\_\_  
Date



U.S. Department of Transportation  
Federal Highway Administration

**Federal Lands Access Program  
Match Agreement**

Western Federal Lands Highway Division, FHWA  
610 E. Fifth Street  
Vancouver, WA 98661

U.S. Department of Transportation  
Federal Highway Administration  
Western Federal Lands Highway Division, FHWA

Approved By:

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Dan Donovan, Director of Program Administration

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Date



3

MIKE McCALLISTER  
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 29, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of and Intergovernmental Agreement (IGA) Between the City of Molalla and  
Clackamas County to Perform Planning Services

<b>Purpose/Outcome</b>	Consideration of an Intergovernmental Agreement for the Planning and Zoning Division to perform current and long range planning services for the City of Molalla.
<b>Dollar Amount and Fiscal Impact</b>	The City will reimburse the County for all services at full cost recovery (labor and out-of-pocket expenses).
<b>Funding Source</b>	The City of Molalla
<b>Safety Impact</b>	None
<b>Duration</b>	The IGA will become effective upon execution of the agreement and continue until the end of the fiscal year on June 2015.
<b>Previous Board Action/Review</b>	The original IGA was approved by the Board of County Commissioners in July 2011. The IGA was approved for a two year term and expired on June 30, 2012.
<b>Contact Person</b>	Martha Fritzie, Senior Planner – Planning and Zoning Division - 742-4529
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The Planning and Zoning Division currently provides current and / or long range planning services for four cities (Damascus, Estacada, Gladstone and Molalla). The County historically provided planning services to the City of Molalla in the 1980's through the mid - 90's when the City decided to administer the program. In 2011, the City of Molalla requested the County to again perform planning services. The IGA establishes a contractual relationship where the County will administer current and long range planning functions and complete other related planning matters as requested by the City. This includes day-to-day administration of the City Comprehensive Plan and Development Code, updates to the Comprehensive Plan and attending Planning Commission and City Council meetings for land use matters. The attached IGA has been reviewed and approved by County Counsel and approved and signed by the City of Molalla.

The contract is valid until June 30, 2015 and may be terminated by either party by providing at least 30 days written notice. The Planning and Zoning Division supports planning contracts with cities because it results in efficient and economical planning

services, fosters good relationships and coordination with the cities and can be managed by the existing professional planning staff to support good public service to customers.

**RECOMMENDATION:**

The Planning and Zoning Division recommends the Board approve the IGA as submitted.

Respectfully submitted,

A handwritten signature in black ink that reads "Mike McCallister". The signature is written in a cursive, slightly slanted style.

Mike McCallister, Planning Director  
Planning and Zoning Division

## INTERGOVERNMENTAL AGREEMENT

### Between the City of Molalla and Clackamas County

This Agreement is entered into this 14 day of August, 2013, between the City of Molalla ("CITY"), a municipal corporation of the State of Oregon, and Clackamas County ("COUNTY"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 to 190.030 allows units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, the CITY desires a contractual relationship with the COUNTY whereby the COUNTY will be responsible for providing certain long-range planning services on behalf of the CITY, and

WHEREAS, the CITY desires a contractual relationship with the COUNTY whereby the COUNTY will be responsible for administering land use provisions, processing land use applications and tending to other related planning matters on behalf of the CITY, and

WHEREAS, the CITY and the COUNTY desire to provide excellent public service to their citizens and accomplish this goal in the most effective and efficient manner.

NOW THEREFORE, it is agreed by the parties as follows:

#### **1. EFFECTIVE DATE AND TERM**

- a. The services set forth herein shall commence upon execution of this Agreement, and shall continue to the end of the fiscal year on June 30, 2015.
- b. Either party may unilaterally terminate the agreement by providing at least thirty (30) days written notice to the other party.

#### **2. PLANNING SERVICES**

- a. The CITY hereby agrees to retain the COUNTY for, and the COUNTY hereby agrees to provide, Land Use Planning Services as mutually agreed upon by both the CITY and the COUNTY, including, but not limited to:
  1. Long-range planning projects for lands within the CITY's Urban Growth Boundary (UGB) and as lands planned for urban growth are added to the UGB and annexed into the CITY;
  2. Coordination with the State regarding planning for growth in areas targeted for Urban Growth Boundary Expansion within the COUNTY's unincorporated area. The COUNTY will collaborate with the CITY on areas within the CITY's interest areas.
- b. The COUNTY staff shall process land use applications pursuant to the comprehensive plan, zoning, partitioning and subdivision provisions applicable to the CITY. These services include reviewing, making recommendations and issuing decisions on quasi-judicial, administrative, and ministerial applications, including:

1. Conduct all pre-application meetings and respond to substantive inquiries regarding specific development proposals, and provide the city manager, or designee, notice of such meeting and copies of minutes, if any, from such meetings;
  2. Review all land use applications for completeness and notify applicants and the city manager, or designee, accordingly;
  3. Review, prepare staff reports, and make recommendations on all quasi-judicial land use applications and provide copies of same to city manager, or designee;
  4. Prepare presentations for Planning Commission and City Council meetings;
  5. Prepare Planning Commission and City Council packets in coordination with CITY staff;
  6. Attend meetings of the City Council, Planning Commission, Citizen Advisory Committees and other public agencies or civic groups, as required;
  7. Issue appropriate notices to state and regional agencies, including the Department of Land Conservation and Development, as required by state and local laws, and provide copies of same to the city manager, or designee;
  8. Issue decisions on administrative applications;
  9. Other related tasks, including administrative support functions, specifically requested by the CITY and agreed to in writing by the COUNTY.
- c. The COUNTY shall perform public service tasks including, but not limited to, responding to land use and other planning inquiries, dispersing related informational handouts and materials, and evaluating and approving land use compatibility statements.
  - d. The COUNTY shall be responsible for providing land use review and approval of applications for development permits (building, grading, etc.) and other ministerial actions.

### **3. APPEALS**

- a. The CITY rather than the COUNTY will be responsible for defending appellate review of decisions under this agreement including appeals to the Land Use Board of Appeal, Writs of Review and review by the Land Conservation and Development Commission.
- b. Any party receiving a Notice of Intent to Appeal, Writ of Review or other notice of appellate review will promptly forward it to the other party.

### **4. METHOD OF COMPENSATION**

- a. The CITY shall reimburse COUNTY for labor and out-of-pocket expenses incurred while performing services under this agreement, as provided in Exhibit A showing hourly staffing costs, such services to be performed at the lowest and most practicable cost to the CITY. Transportation vehicle expenses incurred during the performance of contracted



services will be reimbursed according to invoices submitted by the COUNTY to the CITY.

- b. Invoices, in sufficient detail to reflect the above, presented in connection with this agreement are due and payable within thirty (30) days of receipt. All charges will be billed monthly. To dispute an invoice, CITY must notify COUNTY prior to the due date and the Parties agree to follow the dispute resolution provisions of this Agreement to resolve such disputes.

#### **5. AMENDMENT**

This agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

#### **6. HOLD HARMLESS**

- a. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the CITY shall hold harmless and indemnify COUNTY, its officers, employees, and agents against any and all claims, damages, losses and expenses (including all attorney(s) fees and costs), arising out of, or resulting from the COUNTY's performance of this agreement when the loss or claim is attributable to the acts or omissions of the CITY.
- b. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, COUNTY shall hold harmless and indemnify CITY, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney(s) fees and costs) arising out of or resulting from COUNTY's performance of this agreement when the loss or claim is attributable to the acts or omissions of COUNTY.
- c. For purposes of this Section 6, a loss or claim arising out of or resulting from any matter where a final decision was made by the City Council, City Planning Commission, City Hearings Officer or other similar body shall be considered to be attributable to an act or omission of the CITY.
- d. In any matter where it is unclear to which party a loss of claim is attributable to, the City Manager and County Administrator shall endeavor to reach an agreement on the defense of the loss or claim.

#### **7. DISPUTE RESOLUTION**

- a. Continued Performance. Unless this agreement is terminated, neither party shall suspend performance of its obligations hereunder pending the resolution of a dispute.
- b. Negotiation/Mediation. The parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The parties shall share equally in all common costs of mediation.

- c. **Litigation/Arbitration.** Ligation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint which contains a stipulation to arbitration under ORS 36.410 in the Clackamas County Circuit Court. The claim and all cross- and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Clackamas County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order. Notwithstanding anything contained herein, claims for relief which involve other than recover of money or damages shall not be subject to the requirement to arbitrate hereunder.

## **8. GENERAL TERMS**

- a. **Severability.** COUNTY and CITY agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- b. **Subcontracting.** COUNTY shall not subcontract or assign to another its obligations under this agreement without the prior written consent of CITY.
- c. **Records Inspection.** Upon reasonable written notice and during normal business hours, either party or its designee may inspect or, at its own cost, audit the records of the other party pertaining to services performed under this agreement. All records provided by either party pursuant to this contract shall be subject to the state public records law and state laws governing pretrial discovery.
- d. **Waiver and No Third Party Beneficiary.** The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of it or any other provision. COUNTY and CITY are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit (direct, indirect or otherwise) to any third party.
- e. **Compliance with Laws.** COUNTY and CITY will comply with all applicable laws in performing their obligations under this Agreement.
- f. **Other Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- g. **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- h. **Clarification/Memoranda.** Upon identification of provisions of this Agreement that need interpretation or clarification, the Parties may prepare memoranda of understanding detailing the agreed-upon interpretation of this Agreement. Such memoranda must be presented for review and approval by the City Manager and County Administrator.

- i. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- j. **Merger Clause & Counterparts.** This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

IN WITNESS THEREOF, the respective parties have cause to be signed in their behalf to make and enter into this Agreement this 14 day of August 2013.

CITY OF Molalla

By: Debbie Rogge  
Debbie Rogge, Mayor

ATTEST:

By: [Signature]  
City Recorder

Approved as to Form

By: [Signature]  
City Attorney

CLACKAMAS COUNTY

By: \_\_\_\_\_  
John Ludlow, Chair  
Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
Recording Secretary



4

**TRANSPORTATION MAINTENANCE DIVISION**

Board of County Commissioner  
Clackamas County

**McCoy Building**  
902 ABERNETHY ROAD | OREGON CITY, OR 97045

Members of the Board:

Approval of Requirements Contract with VSS International, Inc. for  
Liquid Asphalt - 2013

<b>Purpose/Outcomes</b>	Requirements Contract with VSS International, Inc. to supply Liquid Asphalt.
<b>Dollar Amount and Fiscal Impact</b>	The maximum dollar amount budgeted for liquid asphalt under fiscal year 2013/2014 is \$1.38 million.
<b>Funding Source</b>	Transportation Maintenance budget line 215-2410-00-424410
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2013 through June 30, 2014, with the option of two (2) additional one year renewals.
<b>Previous Board Action/Review</b>	N/A
<b>Contact Person</b>	Terry Learfield, Transportation Maintenance Supervisor at 503-650-3253
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Transportation Maintenance Division uses a considerable amount of liquid asphalt in its Road Maintenance Program. Liquid asphalt is delivered to work sites through the County by private carrier on an "as needed" basis. VSS International, Inc. was one of three successful bidders responding to this Invitation to Bid. We found their bid to be acceptable and therefore request that the County enter into contract with them.

Funds are accounted for under fiscal year 2013/2014 budget line 215-2410-00-424410 and we anticipate spending \$1,380,000 amongst the three contracts for liquid asphalt. This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve this Requirements Contract between Clackamas County and VSS International, Inc. for supplying and delivering liquid asphalt materials to various work sites in Clackamas County.

Respectfully submitted,

Terry Learfield  
Transportation Maintenance Supervisor

Placed on Board Agenda for: August 29, 2013 by Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

August 29, 2013

MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS

Please place on the Board Agenda of August 29, 2013 this requirements contract with VSS International Inc for **Liquid Asphalt - 2013** for the Clackamas County Department of Transportation and Development Transportation Maintenance Division. This project was requested by Terry Learfield, Project Manager. Bids were requested for all the materials and manpower necessary to provide the required product. This project was advertised in accordance with ORS and LCRB Rules. Twelve bid packets were sent out with three responses received: Albina Asphalt, Paramount Petroleum Corporation, and VSS International. After review, all three bids were determined to be responsive and responsible and Clackamas County has elected to enter into requirements contracts with all three vendors. The term of this contract with VSS International Inc is through June 30, 2014 with the option to renew for two (2) additional one-year terms. Funds for this project are covered under Fiscal Year 2013/2014 Budget Line 215-2410-00-424410. This contract has been reviewed and approved as to form by County Counsel.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff



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**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Harper Houf Peterson Righellis, Inc. for  
Construction Services for the  
Industrial Way Extension Project**

<b>Purpose/Outcomes</b>	This contract will provide funding for Construction Engineering Services for the construction of the Industrial Way Extension Project, a future County facility being built by ODOT as a part of the Sunrise JTA project.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$ 376,831.00. This contract is fully funded by the Oregon Department of Transportation through the Jobs and Transportation Act of 2009 (JTA) Program.
<b>Funding Source</b>	Oregon Department of Transportation - no County funds are involved.
<b>Safety Impact</b>	This project will provide a safe connection along the east side of the railroad right-of way between the existing Industrial Way and Lawnfield Road, for vehicular, bicycle, and pedestrian traffic. The improvements include new roadway construction, bike and pedestrian facilities, street lighting and the closure of Lawnfield Road at the Union Pacific railroad crossing.
<b>Duration</b>	Contract signing through 12/31/16
<b>Previous Board Action</b>	08/11/11: ODOT/County IGA No. 27385 (Sunrise Project-Industrial Way Preliminary Engineering and Design) was executed. 04/26/11: County/HHPR Engineering Services Contract was executed. 05/01/12: ODOT/County IGA No. 27385-01 (Amendment 1) was executed. 08/03/12: ODOT/County IGA No. 27385-02 (Amendment 2) was executed. 01/23/13: ODOT/County IGA No. 27385-03 (Amendment 3) was executed. 08/01/13: ODOT/County IGA No. 29149 (Cooperative Improvement Agreement-Oregon Jobs and Transportation Act of 2009-Sunrise Corridor Project) was signed by the BCC.
<b>Contact Person</b>	Terry Mungenast, Project Manager – DTD Engineering 503-742-4656

**BACKGROUND:**

On January 11, 2011, ODOT and Clackamas County entered into a Memorandum of Understanding (MOU) R1#00699 to address collaboration in the overall development and construction of the Sunrise system that was funded as part of the 2009 Oregon Jobs and Transportation Act (JTA). The Industrial Way Extension Project is a part of that system and is included in the Memorandum.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve this Contract with Harper Houf Peterson Righellis, Inc. for Construction Services for the Industrial Way Extension Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

Placed on the August 29, 2003 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

August 29, 2013

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of August 29, 2013, this professional services contract with Harper Houf Peterson Righellis Inc. for **Construction Services for the Industrial Way Extension Project**. This contract was requested by Terry Mungenast, Project Manager. In the original 2011 RFP solicitation for design services for this project, Task 5 Final Design and Bid Assistance noted that while construction management services were not included as part of the consultant contract for the design work, the County could at its discretion, hire the successful proposer for these services under a separate, future contract. This contract is in compliance with LCRB rule C-046-0500 (4)(f)(C) Personal Service Contract Defined where "A candidate has performed previous services related to the services now required so that it would be cost effective to contract with that candidate, then the Contracting Agency may engage solely in negotiations with that candidate. A contract complying with these Rules is still mandatory." These contracts have been reviewed and approved by County Counsel. The term of the contract is through December 31, 2016. The contract amount is not to exceed \$376,831.00. Funds for these services are available under budget line 416-2433-02101-481200-22212 for fiscal years 2013/2014, 2014/2015, 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff





MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

August 29, 2013

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Amendment #2 to the Preconstruction Services and Construction Manager/General Contractor Agreement with Hoffman Construction Inc. for the Courthouse Renovation Project**

Purpose/Outcome	Amendment #2 establishes the duration of the project and incorporates change orders 1 through 5 into the scope of work.
Dollar Amount and fiscal Impact	The Guaranteed Maximum Price will be increased \$258,695.00 for a revised contract value of \$2,882,980.00
Funding Source	Court Facilities Security Account (ORS 1.182)
Safety Impact	Increased security in Courthouse operations
Duration	Completion to be within 341 days from Notice to Proceed November 8, 2012
Previous Board Action/Review	The Board approved the Findings allowing the use of an alternative contracting method for the project on February 23, 2012. Amendment #1 establishing the Guaranteed Maximum Price for the project was approved by the Board on November 8, 2012.
Contact Person	Lane Miller, Purchasing Manager, (503) 742-5442
Contract No.	N/A

**BACKGROUND:**

The Courthouse Renovation Project was developed to provide enhanced security for County citizens, employees and State Court personnel within the Clackamas County Courthouse. It calls for construction and an expanded footprint in the northeast corner of the historic structure. The new addition will include a secure entrance, holding cells and a secure courtroom. The Board approved the use of an alternative contracting method in February 2012 and the Preconstruction phase of the project was begun in August of 2012. The result of the preconstruction work was Amendment #1 to the contract, establishing contracting methodology, scope and costs (Guaranteed Maximum Price). The Board of County Commissioners approved Amendment #1 at their November 8, 2012 meeting. The Construction phase of the project began in November 2012.

Amendment #2 specifies the project duration (projected at 341 days from the date of the Notice to Proceed-November 8, 2012), not included in Amendment #1, and incorporates five change orders to the project, which were generated during the Construction phase.

Change orders one and two are the result of excavation and drilling for the foundation of the new secure Courthouse wing. This work resulted in the discovery, removal and remediation of two unknown underground storage tanks and further hazardous material abatement required by State and Federal agencies. Change Orders three through 5 include additional building security

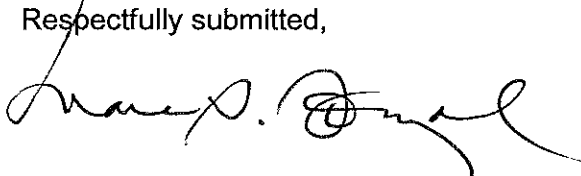
controls requested by the Civil Sheriff, removal of an exterior fire escape and exterior caulking, painting, cleaning and sealing of the Courthouse itself and repairs to the Liberty Plaza basalt fountain to mitigate spalling and cracking damage to the rock.

This Amendment has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this amendment to the Preconstruction Services and Construction Manager/General Contractor Agreement with Hoffman Construction Inc. for the Courthouse Renovation Project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marc P. Gonzales", written in a cursive style.

Marc Gonzales, Finance Director

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Approval of previously approve Business Meeting Minutes:

July 25, 2013

August 1, 2013

August 8, 2013

August 15, 2013

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports, of this meeting can be viewed at*

<http://www.clackamas.us/bcc/business.html>

**July 25, 2013 - 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner John Ludlow, Chair  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith**

**EXCUSED: Commissioner Jim Bernard**

### **I. CALL TO ORDER**

- Roll Call

Commissioner Bernard is out of the office and will not be in attendance today.

- Pledge of Allegiance

### **II. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Brian Johnson, Gladstone – asked about the plans for the Maple Lane work being done by WES.
2. Tena Olson, Oregon City – concerned about the mistakes on the Elections Office Report.
3. Les Poole, Gladstone – asked if trimet have land use approval regarding the trolley trail – he also spoke about the Columbia river crossing and light rail.
4. Maryanna Moore, Gladstone – supports the trolley trail bridge in Gladstone – asked if the BCC could write a letter of support for grant money for the bridge – also asked for info regarding the Ledding Library.
5. Cyndi Lewis Wolfrum – all business of the County should be done at the Thursday meetings.

### **III. PRESENTATION**

1. Presentation for the Willamette Falls Legacy Project

Catherine Comer, Business and Economic Development presented the staff report and introduce Ken Pirie, Walker Macy and Ellen Wyoming, Cogan Owens who are partners for this project. They showed a short PowerPoint presentation – they explained the framework plan with will include these four key values - public access, economic redevelopment, healthy habitat, and historic and cultural interpretation.

2. Presentation and Recognition of the 2013 NACo Achievement Awards for Clackamas County

Tim Heider, Public and Government Affairs presented the staff report. Tim explained that the NACo (National Association of Counties) awards recognized effective and innovative programs which contribute to the enhancement of County government. This year Clackamas County was recognized with five awards.

The Board presented the awards to the employees present and thanked them for their contributions.

### **IV. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

### **V. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title. He then asked for a motion.

**MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Savas: Second.

Clerk call the poll:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye.

The motion is approved 4-0.

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

1. Board Order No. **2013-67** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233 - Behavioral Health*
2. Approval of a Renewal Grant Agreement from the US Department of Housing & Urban Development, Supportive Housing Program, for the Ready to Rent Program to Reduce Housing Barriers to Accessing Permanent Housing for Homeless Individuals & Families - *Social Services*
3. Approval of Intergovernmental Agreement No. 142998 with the State of Oregon Department of Human Services, Aging & People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over - *Social Services*
4. Approval of Intergovernmental Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents age 60 and over - *Social Services*
5. Approval of Intergovernmental Agreement No. 4400000571 with Multnomah County Department of County Human Services, Aging & Disability Services Division - *Social Services*
6. Approval of an Intergovernmental Agreement between the Community Development Division and the City of Gladstone for Street Improvements in Northwest Gladstone - *Community Development*
7. **REMOVED** - Approval of Two Agreements between Clackamas County, Proud Ground and Portland Community Land Trust Development LLC (PCLT) to use Neighborhood Stabilization Program Funds and HOME Program Funds to Purchase and Rehabilitate a Foreclosed Home - *Community Development*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 2 to an Intergovernmental Agreement with Oregon Department of Fish and Wildlife for a Full Time Fish & Wildlife Biologist Liaison for Transportation Maintenance Services
2. Approval of Amendment No. 1 to Intergovernmental Agreement No. 27472 with Oregon Department of Transportation for the Pudding River (Whiskey Hill Road) Bridge Project

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED – 11:19 AM**

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

# **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

A complete video copy and packet including staff reports, of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>

**August 1, 2013 - 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner John Ludlow, Chair**  
**Commissioner Jim Bernard**  
**Commissioner Paul Savas**  
**Commissioner Martha Schrader**  
**Commissioner Tootie Smith**

## **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Ludlow announced we have a special presentation today from Rick Gruen, County Parks and Under Sheriff Matt Ellington regarding issues on the Clackamas River. Ellington showed a short video showing the large crowds and litter in and around the Clackamas River. Rick gave some background on the litter taken out of the River and the stated the annual river clean-up will be on September 8, 2013. Matt Ellington spoke about the enforcement issues happening on the River.

*~Board Discussion~*

## **II. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Brian Johnson, Gladstone – work on Maple Lane Road by WES.
2. Richard Koenig, West Linn – his constitutional rights.
3. Maryanna Moore – Gladstone – spoke regarding the trolley trail bridge and the Gladstone festival this weekend.
4. Cyndi Lewis Wolfrum, Milwaukie – supports life vest on the river.
5. Mack Woods, Canby – spoke in support of the Sheriff's Office.
6. Les Poole, Gladstone – spoke about the issues on the river – he submitted an article regarding the trolley bridge restoration.

## **III. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

## **IV. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title. He then asked for a motion.

### **MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Bernard: Second.

*~Board Discussion~*

Clerk call the poll:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

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

1. Board Order No. **2013-68** Approving the Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 – *Behavioral Health*
2. Approval of a New Revenue Participating Providers Service Agreement with Pacificsource, to Provide Primary Care Services at School Based Health Centers – *Health Centers*

**B. Department of Transportation & Development**

1. Resolution No. **2013-69** Amending the Declaration of Necessity of Purpose for Acquisition of Rights-of-Way and Easements for the Barlow/Zimmerman Intersection Improvement project and Authorizing Negotiations and Eminent Domain Actions
2. Approval of Cooperative Improvement Agreement No. 29149 with Oregon Department of Transportation for the Sunrise Corridor Project

**C. Elected Officials**

1. Approval to Apply for FY 2013 Supplemental Support for the Honest Opportunity Probation with Enforcement (HOPE) Demonstration Field Experiment Program Agreement No. 2011-RY-BX-K007 - *DA*
2. Request by the Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan 2013 – 2014 - *ccso*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED – 11:40 AM**

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<http://www.clackamas.us/bcc/business.html>

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports, of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>*

**August 8, 2013 - 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith**

### **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **II. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Kevin Phillips, Beavercreek – has concerns regarding the proposed amendments to the Parks Rules pertaining to alcohol.
2. Travis Herseim, Portland – asked the Board to support funding for Veteran Services.
3. Lisa Herseim, Portland – please support funding for Veterans Services.
4. Tena Olson, Oregon City – spoke regarding for Veterans Services and concerned about location of Veterans Office.
5. Jonathan Graving, Milwaukie – has some issues regarding Probate Court.
6. Everett Hall – concern about the amount of taxes he is paying.
7. Cyndi Lewis Wolfram – Milwaukie – Commissioners should be in 100% agreement on Veterans Services.
8. Mike and Maria Brenner – supports Veterans Services – specifically, help for Vets when they return home.

*~Board Discussion~*

Cindy Becker, Health Housing and Human Services gave some background and updates on Veterans Service in Clackamas County.

### **III. READING AND ADOPTION OF PREVIOUSLY HEARD ZDO ORDINANCE** *(No public testimony on this item)*

1. Adoption of Zoning & Development Ordinance **243** Amending Chapters of the Clackamas County Comprehensive Plan and Several Sections of the Clackamas County Zoning and Development Ordinance - *Previously Approved at the July 24, 2013 Land Use Hearing*  
Chris Storey, County Counsel and Jennifer Hughes, Planning - this item deals with industrial lands - it was previously approved by the Board at the July 24, 2013 Land Use hearing. If adopted today, this will go into effect on September 9, 2013.

Chair Ludlow asked for a motion to read it by title only.

#### **MOTION:**

Commissioner Smith: I move we read ZDO-243 by title only.  
Commissioner Savas: Second.  
Clerk call the poll:  
Commissioner Bernard: Aye.  
Commissioner Smith: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Ludlow: Aye.



The motion is approved 5-0.

The Clerk read ZDO-243 by title only.

Chair Ludlow asked for a motion to adopt ZDO-243.

**MOTION:**

Commissioner Smith: I move we adopt ZDO-243 Amending Chapters of the Clackamas County Comprehensive Plan and Several Sections of the Clackamas County Zoning and Development Ordinance as Previously Approve at the July 24, 2013 Public Land Use Hearing.

Commissioner Savas: Second.

Clerk call the poll:

*~Board Discussion~*

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

**IV. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

**V. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title. He then asked for a motion.

**MOTION:**

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

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

1. Approval of Renewal Grant Agreements with the US Department of Housing and Urban Development, Continuum of Care Program, for the Homeless Management Information System - *Community Development*
2. Approval of a Sub-Recipient Agreement between the Community Development Division and Northwest Housing Alternatives to Fund the HomeBase Program in Clackamas County - *Community Development*
3. Approval of an Intergovernmental Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) for Operational Funding for the Catch-a-Ride Shuttle Service – *Social Services*

**B. Finance Department**

1. Resolution No. **2013-70** for a Transfer of Appropriations for Fiscal Year 2013-2014
2. Resolution No. **2013-71** for Budgeting of New Specific Purpose Revenue for Fiscal Year 2013-2014

**VI. WATER ENVIRONMENT SERVICES**

1. Approval of Release of All Claims from Ilya and Mariya Adamstev to Clackamas County Service District No. 1 for the North Clackamas Revitalization Project

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED – 11:45 AM**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

<http://www.clackamas.us/bcc/business.html>

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports, of this meeting can be viewed at*

<http://www.clackamas.us/bcc/business.html>

**Thursday, August 15, 2013 - 6:00 PM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith**

**EXCUSED: Housing Authority Commissioner Paul Reynolds**

### **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Ludlow announced the Board will convene as the Housing Authority of Board for the next item. He asked the Clerk to read the Housing Authority Consent agenda by title. He then asked for a motion.

### **II. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval of Conditional Funding Awards for Four Housing Development Projects
2. Approval of the Construction Agreement Contract with A-1 Quality Construction for Public Housing Flooring Replacements
3. Resolution No. 1902 – Approval of the Housing Authority’s Certification for the Section 8 Management Assessment Program

### **MOTION:**

Commissioner Bernard: I move we approve the Housing Authority Consent Agenda.

Commissioner Smith: Second.

Commissioner Savas: Aye.

Commissioner Schrader: Aye

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

Chair Ludlow announced the Board will adjourn as the Housing Authority Board and convene as the Board of County Commissioners for the remainder of the meeting.

### **III. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Tim McFarland, Canby – spoke regarding his neighbors code violations – still waiting for a call from the County.
2. Les Poole, Gladstone – asked about the sales agreement for the Trolley Trail.  
*~the following citizen were heard after the public hearing~*
3. Aaron and Kimberly Auer, Oregon City – spoke regarding the Jason Lee statue replacement.
4. Mack Woods, Canby – spoke against the CRC, Light Rail and Obama Care.

**IV. PUBLIC HEARING**

- 1. Reading and Adoption of County Ordinance No. **04-2013** Amending Park Rules in Section 6.06 of the County Code to Allow for Administrative Inspections and Declaring an Emergency

Rick Gruen, County Parks, Lieutenant Jeff Davis, Sheriff’s Office and Stephen Madkour, County Counsel presented the staff report. A 5 minutes video produced by the Sheriff’s Office was shown showing the issues on the Clackamas River from Barton Park to Carver Park. Mr. Madkour explained that this current proposal would amend County parks rules set forth in Chapter 6.06, of the County code to specifically provide authority for the Sheriff’s office and other individuals designated by the Parks Director to perform visual inspections of personal property items such as coolers. The amendments would establish a properly authorized administrative program designated and systematically administered to provide clear authority to conduct administrative inspection of prohibited items. Administrative searches are conducted for purposes other than law enforcement, such as courthouse and airport security, fire safety, mobile homes and elevators. As such, they are a well recognized exception to warrant requirement rule. He also explained the reason for declaring the emergency is to have the ordinance effective upon its adoption.

*~Board Discussion~*

Chair Ludlow opened the public hearing and stated there are folks who signed up to speak.

- 1. Kevin Phillips, Beaver Creek – spoke in opposition of the ordinance.
- 2. Laurie Freeman Swanson, Molalla – spoke in support of the ordinance.
- 3. Frank Heaton, Carver – lives on the River and spoke against the ordinance.
- 4. Eugene Schoenheit, Milwaukie – stated this ordinance violated people’s fourth amendment rights.
- 5. Les Poole, Gladstone – has concerns that people will go other places including private property.

Chair Ludlow asked if anyone else wished to speak on this subject, seeing none he closed the public hearing and asked for a motion to read the Ordinance in full.

**MOTION:**

- Commissioner Bernard: I move we read the ordinance in full text.
- Commissioner Schrader: Second.
- Commissioner Savas: Aye.
- Commissioner Schrader: Aye
- Commissioner Smith: Aye.
- Commissioner Bernard: Aye.
- Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0. He asked the Clerk to assign a number and read the Ordinance in full text.

The Clerk assigned Ordinance No. 04-2013 and read the ordinance in full text.

Chair Ludlow asked for a motion to adopt the ordinance.

**MOTION:**

- Commissioner Bernard: I move we adopt Ordinance No. 04-2013 amending park rules in section 6.06 of the Clackamas County Code to allow for Administrative inspections and declaring an emergency.
- Commissioner Savas: Second.

*~Board Discussion~*

- Commissioner Schrader: Aye.
- Commissioner Smith: Aye
- Commissioner Bernard: Aye.
- Commissioner Savas: Aye.
- Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0

## **V. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

## **VI. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title. He then asked for a motion.

### **MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Smith: Second.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

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

1. Approval of an Amendment with Empowerment Initiatives, Inc. for Peer Services

### **B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with the State of Oregon to Participate in the Motor Carrier Safety Assistance Program
2. Approval of a Requirement Contract with Paramount Petroleum Corporation for Liquid Asphalt 2013
3. Approval of a Requirement Contract with Albina asphalt for Liquid Asphalt 2013

## **VII. WATER ENVIRONMENT SERVICES**

1. Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

## **VIII. COUNTY ADMINISTRATOR UPDATE**

## **IX. COMMISSIONERS COMMUNICATION**

## **MEETING ADJOURNED – 7:35 PM**

**NOTE:** *Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.*

*<http://www.clackamas.us/bcc/business.html>*

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NANCY S. BUSH  
DIRECTOR



DEPARTMENT OF EMERGENCY MANAGEMENT

August 29, 2013

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Sunrise Water Authority for the use of  
Clackamas County Emergency Notification System

<b>Purpose/Outcomes</b>	The Intergovernmental Agreement between Clackamas County and Sunrise Water Authority provides the basis for a cooperative working relationship for the activation of the Clackamas County Emergency Notification System (CCENS) at the request of Sunrise Water Authority for the use of sending emergency notifications to their customers.
<b>Dollar Amount and Fiscal Impact</b>	Sunrise Water Authority will reimburse Clackamas County for any CCENS usage charges resulting from requested activations. There is no cost to Clackamas County or Sunrise Water Authority to enter into the agreement.
<b>Funding Source</b>	No funds are required to administer this agreement.
<b>Safety Impact</b>	Approving this agreement will allow Sunrise Water Authority to send emergency notifications to their customers in an expedient manner.
<b>Duration</b>	The agreement is effective from the date of signing by all parties with automatic annual renewals.
<b>Previous Board Action</b>	The Board of County Commissioners approved an Intergovernmental agreement with the Boring Water District and the City of West Linn for the use of CCENS on March 22, 2012, agenda item D.1, and a Cooperative Agreement with Welches Water Company on June 6, 2013, agenda item D.1.
<b>Contact Person</b>	Nancy Bush, Director – Emergency Management - 655-8665
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County Emergency Management and Clackamas County 9-1-1 employ CCENS, a "reverse 9-1-1" style system, to direct life safety related emergency notifications to citizens in Clackamas County.

The Intergovernmental Agreement with Sunrise Water Authority provides a cooperative working relationship for the activations of CCENS for emergency notifications as requested by Sunrise Water Authority. County Counsel has approved this agreement as to form.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement and authorizes Nancy Bush, the Emergency Management Director to sign on behalf of Clackamas County.

Respectfully submitted,

*Nancy Bush*  
Nancy Bush, Director

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY AND SUNRISE WATER AUTHORITY**

**Purpose**

- A. This Agreement is entered into between Clackamas County (County), through its Emergency Management (CEM) Department and the Communications Department (CCOM) and Sunrise Water Authority for the cooperation of units of local government under the authority of ORS Chapter 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the activation of the West Notification System at the request of Sunrise Water Authority for the use of emergency notifications to their customers. The project consists of: (1) pre-loading the Sunrise Water Authority Customer database into the West Notifications server on a quarterly basis; (2) the development of pre-recording messages as determined by Sunrise Water Authority on an as needed basis; (3) activating the public notification system as requested by Sunrise Water Authority for life-safety situations; (4) providing activation reports and summaries as requested by Sunrise Water Authority; and (5) reimbursement by Sunrise Water Authority of usage charges as a result of the activation to Clackamas County Emergency Management.

**Scope of Cooperation**

- A. Sunrise Water Authority agrees to:
  - 1. Coordinate customer contact database quarterly updates with Emergency Management liaison.
  - 2. Assign a liaison to work with Emergency Management.
  - 3. Provide text for requested pre-recorded messages.
  - 4. Reimburse Clackamas County for any usage charges resulting from activations requested by Sunrise Water Authority.
- B. County agrees to:
  - 1. Provide for the administration, coordination and evaluation of the Project.
  - 2. Upload customer contact databases and recorded messages in a timely manner.
  - 3. Provide reasonable and necessary staff for administration and activations. If Emergency Management personnel are not available

## COOPERATIVE AGREEMENT

to activate the public notification system, C-COM personnel will perform the activation.

4. Provide activation reports and summaries during and after activations in a timely manner.
5. Provide an invoice to Sunrise Water Authority of actual usage charges within 60 days of the activation.

- C. County and Sunrise Water Authority agree to jointly review all issues, design developments, specifications, and documents for the Project.

### Compensation

- A. County will only be compensated for the usage charges resulting from activations requested by Sunrise Water Authority. The activation rate at the time of the signing of this agreement is \$0.22 per minute. The rate is subject to change based upon charges from West Notifications.
- B. There will be no other terms of compensation.

### Liaison Responsibility

Liaison from County for the Project will be:

Jamie Hays  
Clackamas County Emergency Management  
2200 Kaen Rd.  
Oregon City, OR 97045  
503-655-8378                      [jhays@clackamas.us](mailto:jhays@clackamas.us)

Liaison from Sunrise Water Authority will be:

Kim Anderson  
Sunrise Water Authority  
10602 SE 129<sup>th</sup> Ave  
Happy Valley, OR 97086  
503-761-0220                      [kanderson@sunrisewater.com](mailto:kanderson@sunrisewater.com)

### Indemnification

Sunrise Water Authority agrees to indemnify, defend, and hold harmless the County, and its officers, agents and employees, against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising from performance of this agreement.



COOPERATIVE AGREEMENT

Other Terms

- A. Compliance with Laws. County and Sunrise Water Authority agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.

Term of Agreement

- A. This agreement becomes effective when it is signed by both parties and automatically renews annually.

Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.

CLACKAMAS COUNTY

SUNRISE WATER AUTHORITY

By: \_\_\_\_\_  
 Name: Nancy Bush  
 Title: Director,  
 Clackamas County Emergency Management

By: \_\_\_\_\_  
 Name:  
 Title:

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

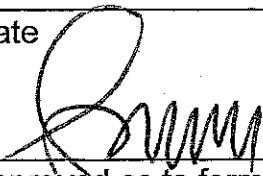
Date: \_\_\_\_\_

Attest: Recording Secretary

Attest:

Date

Date

  
 \_\_\_\_\_  
 Approved as to form

\_\_\_\_\_  
 Approved as to form

NANCY S. BUSH  
DIRECTOR



DEPARTMENT OF EMERGENCY MANAGEMENT

August 29, 2013

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY12 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

<b>Purpose/Outcomes</b>	The Intergovernmental Agreement between the City of Portland and Clackamas County is to allow Clackamas County and its sub-recipients to purchase and receive reimbursement for approved expenditures under the FY12 UASI grant program.
<b>Dollar Amount and Fiscal Impact</b>	\$362,319 of FY12 UASI funds will directly benefit law enforcement, fire, public works and emergency management within Clackamas County in the form of funding equipment and planning.
<b>Funding Source</b>	The funding source for the FY12 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
<b>Safety Impact</b>	All projects funded under the FY12 UASI grant will benefit public safety agencies in Clackamas County.
<b>Duration</b>	The agreement is effective from the date both parties have signed and shall be terminated upon the end date of the agreement of the City of Portland with the Oregon Military Department. This date is estimated to be 5/31/14.
<b>Previous Board Action</b>	The Board of County Commissioners approved the FY11 UASI Intergovernmental Agreement with the City of Portland on May 31, 2012, agenda item F.1.
<b>Contact Person</b>	Nancy Bush, Director – Emergency Management - 655-8665
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY 2011, \$4,925,160 was awarded to the UASI region. \$323,939 of the total directly benefited Clackamas County. In FY 2012, the UASI region was awarded \$2,049,396 with \$362,319 directly benefiting the County. In addition to direct funding, Clackamas County will benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center, WebEOC and the Regional Disaster Preparedness Organization. County Counsel has approved this agreement as to form.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this agreement and authorizes Nancy Bush, the Emergency Management Director to sign on behalf of Clackamas County.

Respectfully submitted,

*Nancy Bush*  
Nancy Bush, Director

# INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

Clackamas County

THIS IS an Intergovernmental Agreement (IGA) between the City of Portland ("City") and Clackamas County ("Agency") entered into pursuant to the authority granted in ORS Chapter 190 for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

## Recitals

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$2,049,396 in Fiscal Year 2012 to the State of Oregon ("State"), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #12-170 to the City of Portland, Bureau of Emergency Management (PBEM), as Grantee, for Fiscal Year 2012 in the amount of \$2,049,396, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #12-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.008, Grant #12-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City has entered into agreements with the PUA counties to secure their commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures; to ensure their compliance with all terms of the grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions (i.e., "sub-recipients") within the respective counties.

NOW, THEREFORE, the Parties agree as follows:

**1. The City agrees:**

- a) That it is authorized to purchase and distribute equipment, supplies and services which have been approved by the State and, as appropriate, the City may delegate this purchasing authority to the Agency. Such authorization, however, does not guarantee payment for the Agency. The State requires documentation invoicing by the Agency, to the City, and compliance with the Agency's purchasing practices, the City's purchasing practices and any applicable state and federal rules and regulations prior to approval of payments.
- b) Because there is no IGA between the City and the sub-recipients of the Agency, the Agency will be the point of contact for all requests made by their sub-recipients. The Agency will be responsible for submitting all purchase requests on behalf of their sub-recipients to the City.
- c) When the City has purchased goods or services for the Agency or the Agency's sub-recipient arrangements for delivery will be made between the parties and the Agency or the Agency's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars.

## 2. The Agency agrees:

- a) That it has read the award conditions and certifications for Grant #12-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City, as grantee, under those grant documents.
- b) To comply with all City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
  - i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
  - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
  - iii. Audit Requirements: OMB Circular A-133.
- c) To comply with all City and State procurement requirements, including competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
  - i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
  - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).
- d) That all equipment, supplies, and services provided by the City are as described in the approved grant budget documents.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Agency or the Agency's sub-recipient until disposition takes place. The Agency or the Agency's sub-recipient shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.

- f) That regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored.** All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13 and OMB Circular A-133. An A-133 compliance supplement on transfer and disposition reporting can be found on the Whitehouse website: [http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133\\_compliance/2011/pt3.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2011/pt3.pdf)  
The Agency or the Agency's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will most prolong the life and keep it in good working order at all times.
- h) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
- i) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
- j) That it will not deviate from the items listed in the approved grant budget documents without first securing written approval from the City.
- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by

the Agency following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland's retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:

- i. City of Portland Retention Schedules, Section 4808  
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
  - ii. OAR 166-200-0050(17)
  - iii. 44 CFR Part 13.42
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.
- p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- q) To comply with federal guidelines concerning exclusions for vendors by verifying that a vendor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award Management site – [www.sam.gov](http://www.sam.gov).
- r) To timely comply with all reporting obligations required by the Grant's terms and the City.
- s) To provide the City with Performance and Program Reports, Financial Reimbursement Reports and Audit Reports when required by the City and in the form required by the City.
- i. Performance Reports and Asset Inventory Reports are due to the City biannually on June 15<sup>th</sup> and December 15<sup>th</sup> during the term of

the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

- ii. Results of the Agency's OMB Circular A-133 report are due to the City within six months of the Agency's receipt of the report, along with a corrective action plan (if applicable).
  - iii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
  - iv. Per UASI Grant #12-170, Part II, Section H.3.b., reimbursement for expenses may be withheld if Performance Reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #12-170, Section H.3.c., reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

GSA per diem rates can be found on the GSA website:  
<http://www.gsa.gov/portal/category/21287>.

The City's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To develop a sub-recipient monitoring plan that shall be in compliance with the requirements set forth in the most recent versions of applicable CFR and OMB Circulars.
- v) To maintain a list of all sub-recipients of the Agency, and insure that the entities on that list are in compliance with the terms of this Agreement, and Exhibit A. The list of sub-recipients shall be made available to the City by the Agency upon execution of this IGA, and the Agency shall alert the City to any changes in the list within a reasonable amount of time.



- w) To comply with all applicable laws, regulations, program guidance and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to those listed in Grant #12-170, Part III. Subgrantee Compliance and Certifications.
  - x) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated upon the end date of the agreement between the City and the State (Grant #12-170), unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.
  4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and the City.
  5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the City for the full cost of any equipment, materials, or services provided by the City to the Agency, and for any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
  6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of the state of Oregon for the county of Multnomah. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
  7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
  8. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

10. **Indemnification.**

- a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Agency shall indemnify, defend and hold harmless the City, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the Agency, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the Agency from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.
- b. The Agency shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM 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 the 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 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
- c. The Agency shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

11. **Third Party Beneficiaries.** The City and the Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or 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 persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-12 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Workers' Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Human Trafficking (2 CFR Part 175).** The Agency, employees, contractors and sub-recipients under this Agreement and their respective employees may not:
  - o Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - o Procure a commercial sex act during the period of time the award is in effect; or
  - o Use forced labor in the performance of the subgrant or subgrants under the award.

The Agency must inform the City and OEM immediately of any information the Agency receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #12-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #12-170 unilaterally, without penalty, is in addition to all other remedies under Grant #12-170. The Agency must include these requirements in any subgrant made to public or private entities.

17. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are

related to this agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

18. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the Agency shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Agency hereunder.

City of Portland

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Attorney

Date \_\_\_\_\_

Clackamas County

\_\_\_\_\_

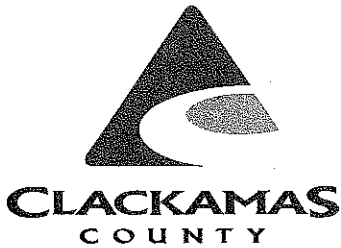
Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Attorney

Date \_\_\_\_\_



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

August 29, 2013

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding with the Oregon Department of Forestry  
Incident Management Team Shadow Program

<b>Purpose/Outcomes</b>	Approving the Memorandum of Understanding with the Oregon Department of Forestry (ODF) Incident Management Team (IMT) Shadow Program will allow Clackamas County employees with incident management responsibilities to participate in the ODF IMT Shadow Program so that they can learn best practices for emergency operations/incident management and apply lessons learned at the local level.
<b>Dollar Amount and Fiscal Impact</b>	There is no cost to approve the Memorandum of Understanding with the ODF IMT Shadow Program. Should a Clackamas County employee participate in the program and be deployed to a fire, Clackamas County will pay the salary of the employee for time deployed. The County may pay transportation costs and enroute lodging costs for the employee
<b>Funding Source</b>	No funds are required to administer this agreement.
<b>Safety Impact</b>	Approving this Memorandum of Understanding will enable Clackamas County employees to enhance their incident management skill set.
<b>Duration</b>	The agreement is effective from the date of signing by all parties with review every five years.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Nancy Bush, Director – Emergency Management - 655-8665
<b>Contract No.</b>	N/A

**BACKGROUND:**

The ODF IMTs consist of highly trained and experienced personnel that can fill Incident Command System (ICS) command and general staff positions at forest fire incidents. The ODF sees value in allowing participating agency personnel to observe the work of their IMTs at forest fire incidents and has established a "shadow" program for this purpose. The program permits participating agency personnel who have been trained to at least the ICS 200 level and who have current incident management responsibilities to observe ODF's IMTs for a period of up to five days.

Clackamas County sees value in participating in ODF's IMT Shadow Program so that incident response personnel have an opportunity to learn from the experience of the teams. County Counsel has approved this agreement as to form.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this Memorandum of Understanding and authorizes Nancy Bush, the Emergency Management Director to sign on behalf of Clackamas County.

Respectfully submitted,

Nancy Bush, Director

## MEMORANDUM OF UNDERSTANDING

### OREGON DEPARTMENT OF FORESTRY INCIDENT MANAGEMENT TEAM SHADOW PROGRAM

#### PARTICIPANTS

THIS Memorandum of Understanding ("MOU") is executed by the Oregon Department of Forestry ("ODF") and local government agencies within Clackamas, Columbia, Multnomah, and Washington counties in the state of Oregon ("participating agencies"), pursuant to authority granted in Oregon Revised Statutes (ORS) Chapters 190 and 477-526. In this MOU, ODF and the participating agencies are referred to collectively as the "parties" and each individually as a "party."

#### PURPOSE

The purpose of this MOU is to describe ODF's forest fire Incident Management Team "shadow" program, outline the process for participating agency personnel to participate in the program, and define ODF and participating agency commitments and understandings related to program management.

#### RECITALS

ODF regularly deploys Incident Management Teams to forest fire incidents in Oregon;

ODF's Incident Management Teams consist of highly trained and experienced personnel that can fill Incident Command System (ICS) command and general staff positions at forest fire incidents;

ODF sees value in allowing participating agency personnel to observe the work of their Incident Management Teams at forest fire incidents and has established a "shadow" program for this purpose;

The ODF shadow program permits participating agency personnel who have been trained to at least the ICS 200 level and who have current incident management responsibilities to observe (i.e., shadow) ODF's Incident Management Teams for a period of up to five days;

Participating agencies see value in allowing appropriate staff to shadow ODF Incident Management Teams to increase their knowledge and understanding of ICS practices and structure;

ODF and participating agencies agree that it is mutually beneficial to enter into an MOU to outline the manner in which personnel from participating agencies shadow ODF Incident Management Teams at forest fire incidents.

Now, therefore, the parties hereby agree as follows:

#### ODF COMMITMENTS AND UNDERSTANDINGS

1. ODF will notify the primary or alternate point of contact identified by the participating agencies whenever ODF determines that a forest fire incident provides a shadow opportunity, and will determine the number of and identify the specific ICS positions available for shadowing.
2. ODF will seek to provide a work environment where participating agency personnel can observe and benefit from exposure to ICS operations.
3. ODF will provide food for participating agency personnel assigned to shadow positions on the same schedule as meals are provided for ODF's employees.
4. ODF will loan personal protective clothing (i.e., Nomex) to any participating agency personnel transported by helicopter or exposed to fire line operations while assigned to a shadow position.
5. ODF will provide incident scene transportation to any participating agency personnel while assigned to a shadow position.

#### PARTICIPATING AGENCY COMMITMENTS AND UNDERSTANDINGS

1. Collectively, the participating agencies will designate a primary and alternate point of contact to organize shadow program activities on their behalf, receive mobilization notices from ODF, and coordinate efforts to fill shadow positions.
2. The participating agencies understand the following with regard to personnel identified by them for shadow assignments:
  - A. Participating agency personnel must have been trained to at least the ICS 200 level, have completed additional training and/or experience related to the position to be shadowed, and have a current incident management responsibility;
  - B. Participating agency personnel will be expected to integrate with ODF personnel and work a minimum of eight hours per day in the capacity assigned;
  - C. Participating agency personnel will work and live in a fire camp environment and are responsible for providing their own bedding and personal hygiene supplies;
  - D. Transportation for participating agency personnel to and from the fire camp location as well as lodging en route is the responsibility of the participating agency or the participating agency personnel;
  - E. Participating agency personnel will remain employees of their respective jurisdictions and be subject to their jurisdiction's pay, discipline, and other

personnel policies. Participating agency personnel will not be employees of ODF, and neither the participating agency personnel nor the participating agency will receive compensation from ODF.

- F. Participating agency personnel will be responsible for returning any loaned equipment. If loaned equipment is not returned, the participating agencies will be responsible for reimbursing ODF for the cost of the equipment.
3. Each of the participating agencies will adopt policies or procedures implementing the shadow program and outlining agency and personnel requirements and expectations.

#### OTHER PROVISIONS

1. This MOU may be terminated by written notice by ODF or any of the participating agencies at any time except during an active assignment. Termination by one participating agency does not cause a termination of this MOU for the other participating agencies. This MOU shall be in continuous effect from its effective date until terminated pursuant to this paragraph.
2. If not otherwise terminated by ODF for all participating agencies, this MOU will be reviewed every five years beginning the date of initial adoption by any participating agency. Such review will be initiated by ODF and be coordinated for the participating agencies by the designated primary point of contact.
3. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, ODF shall defend, indemnify, and hold harmless the participating agencies and their officers, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising from the acts or omissions of ODF, its officers, employees or agents acting within the scope of their employment and duties in performance of this MOU provided, however, that ODF shall not be required to indemnify the participating agencies for any such liability arising out of the acts of the participating agencies, their officers, employees or agents.
4. Likewise, the participating agencies shall defend, indemnify, and hold harmless ODF, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising from the acts or omissions of the participating agencies, their officers, agents, or employees acting within the scope of their employment and duties in performance of this MOU subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 10 for participating agencies within the state of Oregon, provided, however, that the participating agencies shall not be required to indemnify ODF for any such liability arising out of the acts of ODF, its officers, employees or agents.



5. Nothing in this agreement shall be deemed to limit the right of any party to make a claim against another party for damages or injuries incurred by one party as a result of the actions of the other party's officers, agents, and employees.
6. Each party shall be solely liable for third party claims arising from the actions of that party's officers, agents or employees.
7. Each party shall give the others immediate written notice in the event of any action or suit filed or any claim made that is in any way related to this MOU.
8. Each party shall be solely liable for its employees' workers' compensation claims, regardless of which party is exercising supervision and control when the claim arises.

IN WITNESS WHEREOF, ODF and the participating agencies have executed this Memorandum of Understanding, which shall be effective for each Participating Agency as of the date signed by both ODF and that Participating Agency.

STATE OF OREGON

[PARTICIPATING AGENCY]

Department of Forestry

\_\_\_\_\_  
Fire Operations Manager

\_\_\_\_\_  
[Signatory Position]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



11  
NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD | OREGON CITY, OR 97045

August 29, 2013

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Hazard Mitigation Grant Program Intergovernmental Agreement DR-1956-OR  
To Develop Flood Erosion Hazard Evaluation for the Upper Sandy River

<b>Purpose/Outcome</b>	Intergovernmental agreement (IGA) is with Oregon Emergency Management as the Grantee and County as sub-grantee for FEMA Hazard Mitigation Grant Program.
<b>Dollar Amount and Fiscal Impact</b>	Total project cost estimated at \$125,000 with \$93,750 (75%) from a FEMA Hazard Mitigation Grant and \$31,250 (25%) local match from County.
<b>Funding Source</b>	Local match is County General Fund. Federal share is from the FEMA Hazard Mitigation Grant Program available as part of the DR-1956-OR Federal Disaster Declaration for the Jan 16, 2011 Sandy River flood event.
<b>Safety Impact</b>	This evaluation of flood erosion hazards will provide important information to improve safety for residents, visitors and protecting public infrastructure.
<b>Duration</b>	Performance period ends on February 17, 2015.
<b>Previous Board Action/Review</b>	Board of County Commissioners were briefed by Steve Wheeler and approved this project on June 18, 2013.
<b>Contact Person</b>	Jay Wilson, Hazard Mitigation Coordinator, 503-723-4848

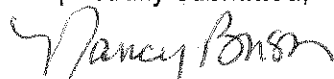
**BACKGROUND:**

This project is needed to more accurately characterize the flood hazard on the upper Sandy River from a traditional flood problem to an erosion problem caused by channel migration, which can occur before the river even reaches flood stage. This new characterization for a 10-mile stretch between Brightwood and Zig Zag Village will provide needed information for current and potential property owners about flood-related risks that are not captured or regulated within the FEMA 100-year flood hazard zone. County Counsel has reviewed and approved this contract.

**RECOMMENDATION:**

- Staff recommends that the Board approve and sign the IGA and delegate administrative authority to the Director of the Department of Emergency Management

Respectfully submitted,

  
Nancy Bush, Director

# STATE OF OREGON

## OREGON EMERGENCY MANAGEMENT

### HAZARD MITIGATION GRANT PROGRAM CONTRACT, FEMA DR-1956-OR

#### 1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, Oregon Military Department, Oregon Emergency Management, hereinafter referred to as "Grantee" and the **Clackamas County**, hereinafter referred to as "Subgrantee".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from severe winter storms, flooding, mudslides, landslides & debris flows on January 13-21, 2011.

WHEREAS Grantee is authorized by the 2011 FEMA-State Agreement for the February 17, 2011 Presidential Disaster Declaration (DR-1956-OR) to execute on behalf of the State of Oregon all necessary documents for the Hazard Mitigation Grant Program, including approval of sub-grants and certification of claims.

THEREFORE, the Parties mutually agree to the following.

#### 2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by Grantee. Under the authority of Presidential Major Disaster Declaration FEMA DR-1956-OR, Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Planning Grant entitled **Clackamas County – Upper Sandy River - Flood Erosion Study** dated June 2011 and described in the application materials, to include cost estimated, scope of work and related materials (Phase-I, Evaluation and Potential Project Feasibility), submitted to Grantee as the work to be performed, hereinafter referred to as the "Project".

This is a phased project, and this initial Phase-I activity does not authorize any on-the-ground, physical project activities. Phase-II physical project activities, if any, will be authorized by a funding amendment to this contract.

#### 3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by Subgrantee under this Agreement shall be those activities which occurred starting **February 17, 2015**, which included eligible pre-award planning activities as approved by FEMA in the scope of work project budget, and shall terminate upon completion of the Project approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period." Except as otherwise provided in this Section 3.0, the Project shall be completed no later than **May 31, 2015**.

In the event of extenuating circumstances preventing Subgrantee from completing the Project on or before the FEMA performance deadline of **February 17, 2015**, Grantee may, at its sole discretion and if approved beforehand by FEMA, grant a time extension to the approved Project. Request for an extension of time shall be submitted by Subgrantee in writing with an explanation of the extenuating circumstances.

#### 4.0 CLOSE-OUT

It shall be the responsibility of Grantee to issue close-out instructions to the Subgrantee upon completion of the Project.

#### 5.0 FUNDING

The total estimated cost of the Project for the purpose of this Grant Agreement is **\$125,000**.

Grantee will administer the Hazard Mitigation Grant Program and reimburse any eligible costs for the Project to Subgrantee which are identified in the documentation provided by Subgrantee and approved by Grantee and FEMA.

The Parties understand that the Federal Emergency Management Agency will contribute seventy-five percent (75%) of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subparagraph 4 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement. The 75% Federal share for this project is **\$93,750**.

Subgrantee will commit the required twenty-five percent (25%) non-federal match of **\$31,250** to any eligible project.

#### 6.0 PAYMENTS

Grantee, using funds granted for purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to Subgrantee as follows:

1. Payments will be made to Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request to the Grantee. Partial payments of funds for costs already incurred may be requested at any time during the Project. This request must include appropriate supporting documentation of the incurred costs.
2. Final Payment will be made upon completion of Project, completion of all final inspections by Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by Grantee or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. Subgrantee is *not* entitled to receive federal administrative monies upon completion and closure of the Project for the costs of requesting, obtaining, and administering the Hazard Mitigation Program grant(s) for FEMA-DR-4055-OR.
4. All payment requests shall be made on a State of Oregon Hazard Mitigation Program Payment Request Form to the Grantee, which references the appropriate Hazard Mitigation Project Number, FEMA Project Number and FEMA FIPS Number, and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions available for the approved hazard mitigation project costs under the Hazard Mitigation Grant Program FEMA-DR-4055-OR.
6. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

## 7.0 COST OVERRUNS

Cost overruns are the responsibility of the Subgrantee and will be borne fully by the Subgrantee.

## 8.0 RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division, or the United States Inspector General. Subgrantee will retain all books, records, documents, and other material relevant

to this Agreement for three years after date of final payment or an extended period as established by FEMA in 44 CFR 13.42.

Subgrantee will photographically document pre-construction, construction and completed conditions of the Project and make such documents a part of its records.

## 9.0 AUDITS AND RECORDS

Audits shall be in accordance with the Single Audit Act of 1984, as amended. Subgrantee is to procure, at its own cost, audit services based on the following guidelines:

1. Subgrantee receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by Grantee.
2. Subgrantee receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. Subgrantee receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular 1-133.

As applicable, Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-83.548), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balances.

Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that Subgrantee's contractors and subcontractors also maintain records which are auditable. Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

Subgrantee shall send the audit report to Grantee's Project Administrator as soon as it is available, but no later than nine months after the end of the

Subgrantee's fiscal year in which any funds received by Subgrantee under this Agreement are received. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. Subgrantee will respond to Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

Subgrantee shall include these requirements in any contract or subcontracts.

## 10.0 RECOVERY OF FUNDS

In the event that Subgrantee fails to complete the Project(s), fails to expend, or is overpaid federal funds in accordance with federal or state Hazard Mitigation Program laws or programs, or is found by audit or investigation to be owe funds to Grantee, Grantee reserves the right to recapture funds in accordance with federal and state laws and requirements. Repayment by Subgrantee of funds under this recovery provision shall occur within 30 days of demand. In the event that Grantee is required to institute legal proceedings to enforce this recovery provision, Grantee shall be entitled to its costs thereof, including reasonable attorney fees.

The Subgrantee shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subgrantee shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subgrantee obtains recovery from a responsible party, the Subgrantee shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subgrantee shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

## 11.0 CONFLICT OF INTEREST

Subgrantee will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

## 12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

## 13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by Subgrantee either in whole or in part.

#### 14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that Subgrantee subcontracts for engineering services, Subgrantee shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subgrantee for the benefit of Subgrantee of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the contract termination. Subgrantee shall cause the subcontractor to provide it with a thirty (30) day notice of cancellation issued by the insurance company.

#### 15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, 206.440, Subgrantee may appeal any determination previously made related to the federal assistance for Subgrantee. The Subgrantee's appeal shall be made in writing and submitted to GRANTEE within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the Subgrantee's position.

#### 16.0 GOVERNING LAW AND VENUE

1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between GRANTEE and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Subgrantee, by execution of this agreement, consents to the exclusive jurisdiction of said court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
2. Notwithstanding Section 16.1, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is



also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## 17.0 TERMINATION; RECOVERY OF FUNDS

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subgrantee will return of all federal funds paid to Subgrantee for the Project which have not been expended or irrevocably committed to eligible activities.
2. Grantee may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:
  - a. A reduction in federal funds which are the basis for this Agreement, and/or,
  - b. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
3. Termination upon Noncompliance by Subgrantee
  - a. Grantee may terminate this Agreement, in whole or in part, immediately upon written notice to SUBGRANTEE, or at such later date as Grantee may establish in such notice, if SUBGRANTEE commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, Grantee may permit SUBGRANTEE an opportunity to cure the breach, default or failure in such time and on such terms as Grantee may specify in such notice.
  - b.
    1. If Grantee's inspections and review of Subgrantee support documentation reveal deficiencies or unapproved variances in performance or documentation of the work, Grantee will notify the Subgrantee, which will correct deficiencies or variances before program closure.
    2. If Subgrantee's corrective actions do not resolve deficiencies or variances from the approved Project, Grantee will so notify Subgrantee. If Grantee determines that the deficiencies or variances constitute noncompliance with or nonconformance to the Hazard

Mitigation Grant Program requirements or conditions, Grantee will notify Subgrantee of that determination and recover obligated funds from the Subgrantee and take other actions authorized or required under 44 CFR 13.43 (Enforcement) or 44 CFR 13.44 (Termination for Convenience) that are appropriate in the circumstances.

## 18.0 SAVINGS

Subgrantee shall apply any savings, rebates, and reductions in cost to reduce the overall cost of the Project.

## 19.0 WAIVERS

The failure of Grantee to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## 20.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to Subgrantee, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, Subgrantee shall, as required by ORS 401.145(2), indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subgrantee, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement.

## 21.0 Subgrantee ASSURANCES

Subgrantee represents and warrants to Grantee as follows:

1. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed, and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited

to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. Subgrantee will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. Subgrantee will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. Subgrantee will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws.
7. Subgrantee will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. Subgrantee will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. Subgrantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 16.0 of this Agreement.

10. Subgrantee shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Subgrantee does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
12. Subgrantee and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including Subgrantee, 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. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

## 22.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Grantee makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds, does not and will not acquire any ownership or title to such property of the Subgrantee.

## 23.0 ACKNOWLEDGMENTS

Subgrantee shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this Project in any information release or other publication developed or modified for, or referring to the Project.

## 24.0 INSURANCE

The Subgrantee will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

## 25.0 SEVERABILITY

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

## 26.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

## 27.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

Nancy Bush  
Director, Clackamas County Emergency Management  
2200 Kaen Road  
Oregon City, OR 97045  
Phone: 503-655-8378  
Fax: 503-655-8531

For OEM:

Sean McCormick  
Section Director, Mitigation and Recovery Services Section  
Oregon Emergency Management  
P.O. Box 14370  
Salem, OR 97309-5062  
Phone: (503)378-2911, ext 22227  
Fax:

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered

mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

## 28.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Any additional terms or conditions imposed by FEMA or Grantee will be incorporated into an amendment to this Agreement. Commitments, warranties, representations, and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, Grantee and Subgrantee have executed this Agreement as of the date and year written below.

\_\_\_\_\_  
Governor's Authorized Representative  
Oregon Emergency Management

\_\_\_\_\_  
Authorized Agent Signature-Subgrantee  
Printed Name: John Ludlow  
Chair, Board of County Commissioners

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Oregon Emergency Management  
P.O Box 14370  
Salem, OR 97309-5062

Subgrantee -  
Clackamas County  
2200 Kaen Road  
Oregon City, OR 97045

CFDA: 97.039

Federal Tax ID No. (TIN): 93-6002286  
FIPS: 057-28000



Debbie McCoy  
Manager

**CABLE COMMUNICATIONS**

**PUBLIC SERVICES BUILDING**

2051 KAEN ROAD OREGON CITY, OR 97045

August 29, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:-

Approval of Amendment of Agreement Between Clackamas County and  
Friends of Willamette Falls Media Center, DBA Willamette Falls Media Center

<b>Purpose/Outcome</b>	Amendment is to update and clarify the County's award of Public, Educational and Government (PEG) funds to Willamette Falls Media Center (WFMC) for capital equipment and facilities.
<b>Dollar Amount and Fiscal Impact</b>	The dollar amount is approved in the County's annual budget process each fiscal year. For FY 13-14, the approved budget amount is \$60,000 in PEG funding.
<b>Funding Source</b>	Public, Educational and Government (PEG) funds received by County as negotiated with cable franchisees as a pass-through from cable television subscribers. These funds are dedicated for use by PEG access centers for procurement of equipment and facilities for programming and broadcast of their access channel(s).
<b>Safety Impact</b>	None
<b>Duration</b>	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
<b>Previous Board Action/Review</b>	The original contract for PEG and operational funding was approved by the Board of County Commissioners on December 6, 2012.
<b>Contact Person</b>	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5902

**BACKGROUND:**

Friends of Willamette Falls Media Center, dba Willamette Falls Media Center (WFMC), a 501(c)(3) corporation approved in October 2012, and established in October 2011, is a provider of the community access channel(s) in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in unincorporated County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. WFMC has community access channel(s) that are designated for public access programming and broadcast throughout much of County. WFMC provides local programming of community events, information, meetings, and activities of general interest for the residents of County. WFMC also provides training and production services that all unincorporated County citizens can utilize and all County residents are allowed to cablecast programs on public access channel(s) using WFMC's facilities.

County further provides WFMC operational funding through use of a portion of the cable franchise fees collected through franchise agreements from cable providers operating in unincorporated County and budgeted through the annual County budget process. The amount assessed is based on a rate structure that is equitable among the facility's users. The amount for capital equipment and facilities changes annually based on needs assessed through a County needs assessment study and the availability and provisioning of funds to other access centers. The Agreement therefore needs amending to address the annual PEG funding for WFMC.

The Agreement is amended in Section II. Responsibilities. B. to read as follows:

1. Operational Funds: County will provide to WFMC operational funding each year based on the attached rate structure and approved through the annual County budget process.
  - a. County will pay the operational funding in equal payments quarterly to be used only for operations of the WFMC facility. These payments will be due each quarter on September 30, December 31, March 31 and June 30.
  - b. Each payment will be due and payable no later than 45 days following the end of the quarter.
  - c. Subsequent years will be reimbursed on a quarterly basis, at the current rate structure attached.
  
2. Capital Funds: County will reimburse WFMC for WFMC's capital costs for facilities and equipment for PEG (Public, Educational and Government) access capital costs in an amount approved in the County annual budget process each fiscal year.
  - a. County will approve or disapprove requests for PEG funds submitted with receipts by WFMC and respond within 45 days from its receipt of request for funds.
  - b. These dedicated PEG funds for capital costs are collected through the cable franchise agreements by the cable providers in unincorporated County as a pass-through from cable subscribers. If County does not receive sufficient PEG funds to pay WFMC's request(s), WFMC shall be promptly notified and the PEG funds may be reduced or eliminated in accordance with funds available. (A copy of the Amendment is attached.)

This Amendment will provide for the award by County to WFMC of PEG funds received by County from cable franchisees as a pass-through from cable television subscribers in an amount approved through the Clackamas County annual budget process to be used by WFMC for the purpose of procuring equipment/facilities for production and cablecasting of the WFMC community access television channel(s). These funds are subject to County receiving PEG funding from the cable franchise agreements and if County does not receive sufficient PEG funds to pay WFMC's annual budgeted request, WFMC shall be promptly notified that the funds may be reduced or eliminated in accordance with available funding.

County will disburse PEG and operational funding to WFMC upon submittal of invoices, including prices, for approval to County. WFMC will obtain price quotes for capital equipment and facility purchases using purchasing methods in compliance with Oregon law. This Amendment will become effective when it is signed by both parties and may be amended at any time with the concurrence of both parties.

**RECOMMENDATION:**

The staff respectfully recommends that the Board approve the Amendment between WFMC and County to provide Public Access funding as budgeted in the County budget process for capital equipment and facility purchases by WFMC and used for production or cablecasting of the WFMC community access television channel(s).

County Counsel has seen and approved the attached Amendment.

Sincerely,



Debbie McCoy, Manager  
Cable Communications



**AMENDMENT TO AGREEMENT BETWEEN  
CLACKAMAS COUNTY  
AND  
FRIENDS OF WILLAMETTE FALLS MEDIA CENTER**

**II. Responsibilities**

B. Under this agreement the responsibilities of the County will be as follows:

1. Operational Funds: County will provide to WFMC operational funding each year based on the attached rate structure and approved through the annual County budget process.
  - a. County will pay the operational funding in equal payments quarterly to be used only for operations of the WFMC facility. These payments will be due each quarter on September 30, December 31, March 31 and June 30.
  - b. Each payment will be due and payable no later than 45 days following the end of the quarter.
  - c. Subsequent years will be reimbursed on a quarterly basis, at the current rate structure attached.
2. Capital Funds: County will reimburse WFMC for WFMC's capital costs for facilities and equipment for PEG (Public, Educational and Government) access capital costs in an amount approved in the County annual budget process each fiscal year.
  - a. County will approve or disapprove requests for PEG funds submitted with receipts by WFMC and respond within 45 days from its receipt of request for funds.
  - b. These dedicated PEG funds for capital costs are collected through the cable franchise agreements by the cable providers in unincorporated County as a pass-through from cable subscribers. If County does not receive sufficient PEG funds to pay WFMC's request(s), WFMC shall be promptly notified and the PEG funds may be reduced or eliminated in accordance with funds available.

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All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

**CLACKAMAS COUNTY**

**FRIENDS OF WILLAMETTE  
FALLS MEDIA CENTER**

\_\_\_\_\_  
Chair  
Board of County Commissioners

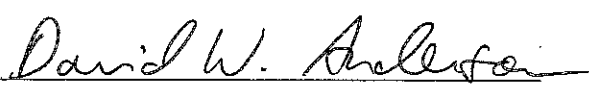
  
\_\_\_\_\_  
Dan Holladay  
Friends of Willamette Falls Media Center

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

8-14-13  
\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

FRIENDS EST BUDGETS & RATES  
CLACK CO

	FY 12/13	FY 13/14	FY 14/15	FY 15/16
RATES FOR FY 12/13 ARE BASED ON FY 11/12 RATE PLUS 10%	\$ 22,000			
RATES FOR FY 13/14 ARE BASED ON RATE STRUCTURE BELOW (160,000 POPULATION-UNING AREA)		\$ 50,000		
RATES FOR FY 14/15 ARE BASED 5% INCREASE FOR FOR POPULATION-BASED RATE			\$ 52,000	
RATES FOR FY 15/16 ARE BASED 5% INCREASE FOR FOR POPULATION-BASED RATE				\$ 54,000
PER CHANNEL ANNUAL FEE (BEGIN FY 13/14)	\$ 20,000			
PER SHARED CHANNEL ANNUAL FEE (BEGIN FY 13/14)	\$ 10,000			
POPULATION-BASED RATE FOR MUNICIPALITIES (PER 10,000) (BEGIN FY 13/14)	\$ 5,000			
POPULATION-BASED RATE FOR COUNTY (PER 20,000) (BEGIN FY 13/14)	\$ 5,000			
ADDITIONAL 2.5 HOUR MEETING/MONTH RATE FOR CHANNEL PARTICIPANTS (FOR FY 12/13 ONLY)	\$ 2,700			
ADDITIONAL 2.5 HOUR MEETING/MONTH RATE FOR SHARED CHANNEL PARTICIPANTS (FY 12/13)	\$ 3,000			
HALF-DAY FIELD PRODUCTION RATE FOR CHANNEL/CAPITAL PARTICIPANTS (FY 12/13)	\$ 275			
HALF-DAY FIELD PRODUCTION RATE FOR SHARED CHANNEL PARTICIPANTS (FY 12/13)	\$ 305			
FULL DAY FIELD PRODUCTION RATE FOR CHANNEL/CAPITAL PARTICIPANTS (FY 12/13)	\$ 430			
FULL DAY FIELD PRODUCTION RATE FOR SHARED CHANNEL PARTICIPANTS (FY 12/13)	\$ 480			
ACCESS TO FRIENDS EQUIPMENT AND FACILITIES ANNUAL RATE FOR NON-PARTICIPANTS (FOR FY 12/13 ONLY)-POPULATION-BASED RATE	\$ 5,000			
ACCESS TO FRIENDS MEDIA EDUCATION CLASSES (4 PER MONTH) ANNUAL RATE FOR NON-PARTICIPANTS (FY 12/13)	\$ 7,200			
ACCESS TO FRIENDS FIELD PRODUCTION EQUIPMENT FOR OFF-SITE USE AT 4 DAYS/MONTH FOR NON-PARTICIPANTS (FY 12/13)	\$ 4,800			

These rates for services were prepared by Barbara L. Brady, LCSW, CPA in her capacity as Finance Project Manager for Williamette Falls Media Center and not as a CPA in the practice of public accounting.



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Debbie McCoy  
Manager

**CABLE COMMUNICATIONS**

**PUBLIC SERVICES BUILDING**

**2051 KAEN ROAD OREGON CITY, OR 97045**

**August 29, 2013**

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Agreement Between Clackamas County and  
Clackamas Community College for Educational Access Funds

<b>Purpose/Outcome</b>	Agreement to provide capital funding for Clackamas Community College Educational Access Center.
<b>Dollar Amount and Fiscal Impact</b>	\$200,000 was approved in the County's annual budget process for FY 13-14 using Public, Educational and Government (PEG) funds. There is no financial impact on the general fund.
<b>Funding Source</b>	Public, Educational and Government (PEG) funds are negotiated with cable franchisees as a pass-through cost from cable television subscribers and are dedicated for use by PEG Access Centers for capital equipment and facilities for programming and broadcast of their access channel.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
<b>Previous Board Action/Review</b>	Prior agreement between the parties was executed by the Board of County Commissioners on February 12, 2009.
<b>Contact Person</b>	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5902

**BACKGROUND:**

Clackamas Community College (CCC), an institution of higher learning formed and existing under the authority of ORS Chapter 341, is a provider of an educational access channel(s) in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in unincorporated Clackamas County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. CCC has an educational access channel that is designated for educational access programming and is broadcast throughout the Clackamas Community College District. CCC provides local programming of school events, information, school board meetings, and activities of general interest for the Clackamas Community College district.

This Agreement will provide for the award by County to CCC of PEG funds received by County from cable franchisees as a pass-through from cable television subscribers in an amount approved through the Clackamas County annual budget process to be used by CCC for the purpose of procuring equipment/facilities for production and cablecasting of the CCC educational access television channel. These funds are subject to County receiving PEG funding from the cable franchise agreements and if County does not receive sufficient PEG funds to pay CCC's annual budgeted request, CCC shall be promptly notified that the funds may be reduced or eliminated in accordance with available funding.

County will disburse PEG funding to CCC upon submittal of equipment/facility invoices, including prices, for approval by County. CCC will obtain price quotes using purchasing methods in compliance with Oregon law. This agreement will become effective when it is signed by both parties and may be amended at any time with the concurrence of both parties.

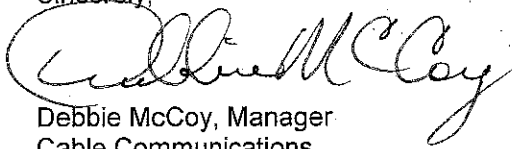
County Counsel has prepared an agreement between Clackamas County and CCC, which has been signed by CCC. As PEG funds are dedicated to Access Centers and Institutional Network costs as a pass-through from cable subscribers by the cable providers, there is no cost to the County General Fund.

**RECOMMENDATION:**

The staff respectfully recommends that the Board approve the Agreement between CCC and County to provide Educational Access funding as budgeted in the County budget process for capital equipment and facility purchases by CCC and used for production or cablecasting of the CCC Educational access television channel(s).

County Counsel has seen and approved the attached Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie McCoy". The signature is written in a cursive style with a large, looped initial "D".

Debbie McCoy, Manager  
Cable Communications

**AGREEMENT BETWEEN  
CLACKAMAS COUNTY  
AND  
CLACKAMAS COMMUNITY COLLEGE**

**I. Purpose**

- A. This Agreement is entered into between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Community College ("CCC"), an institution of higher learning formed and existing under the authority of ORS Chapter 341.
- B. This Agreement provides for the reimbursement by County to CCC of CCC's annual capital costs for equipment and construction of cable access facilities in an amount approved through the Clackamas County budget process each year (the "Funds"). These reimbursements will assist CCC with the production and cablecasting of the community college educational access television channel(s) (the "Activity" or "Activities").

**II. Responsibilities**

- A. Under this agreement the responsibilities of CCC will be as follows:
  - 1. CCC will cablecast programs on educational access channel(s), using CCC's facilities, subject to the usual operating rules of CCC.
  - 2. The Funds shall be used only for reimbursement of CCC's capital costs related to CCC's production and cablecasting on CCC's educational access channel(s).
  - 3. CCC shall maintain discrete accounting record of all Activities associated with expenditures for which reimbursement is sought under this Agreement. CCC shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, CCC will permit the County to inspect its facilities furnished as part of the Activities.
  - 4. CCC warrants that the Funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to nor approved by this Agreement.
  - 5. CCC shall be responsible for producing, scheduling and administering the school's educational channel(s).
  - 6. CCC will submit requests for Funds to County, including detailed receipts showing items purchased and prices paid by CCC.

AGREEMENT BETWEEN CLACKAMAS COUNTY AND CCC

Page 2

7. CCC will send all its normal communications to the County cable regulatory office, to consist of:
  - a. Quarterly usage reports showing number of programs broadcast.
  - b. Equipment and usage reports.
  - c. Final approved budget.
  - d. Annual financial report or audit.
  
- B. Under this agreement the responsibilities of the County will be as follows:
  1. County will approve or disapprove requests for Funds submitted with receipts by CCC. County will respond within 45 days from its receipt of requests for Funds.
  
  2. County will reimburse CCC for capital costs with Funds obtained as PEG funds (Public, Education and Government funds) from County's agreements with cable television franchisees annually, subject to County's approval of each request for reimbursement by CCC.
  
  3. The availability of Funds for reimbursement paid under this agreement is subject to the County receiving PEG funding from the cable franchise agreements. If the County does not receive sufficient PEG funds to pay CCC's request, CCC shall be promptly notified and the Funds may be reduced or eliminated in accordance with funds available.
  
  4. The County may require CCC to take corrective action to remedy problems with the implementation, evaluation, reporting, or administration of the Activity, so that CCC meets compliance standards. CCC will submit documentation that satisfactory correction action has been taken in the time frame set forth by the County. County shall give 30 days written notice to correct non-compliance.

**III. Liaison**

Debbie McCoy will act as liaison from the County. The address and phone number are:

Clackamas County Cable Communications  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 742-5902

Shelly Parini will act as liaison from CCC. The address and phone number are:

Clackamas Community College  
19600 S. Molalla Avenue  
Oregon City, OR 97045  
(503) 594-3015

**IV. Other Terms and Conditions**

- A. The County and CCC agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party(s) and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, CCC exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify County under this paragraph for claims arising therefrom.
- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- H. Access to Records. The County and its duly authorized representatives shall have access to the books, documents, papers, and records of CCC which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties, as set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent

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

- J. This contract supersedes and cancels any prior contracts and/or agreements between the parties hereto for similar services.

## V. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

## VI. Term of Agreement

- A. This Agreement becomes effective when it is signed by both parties.
- B. The initial term of this Agreement extends to June 30, 2014.
- C. This agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this agreement.

## VII. Termination of Agreement

- A. The previous agreement between the parties regarding cable television access funding is hereby rescinded.
- B. This Agreement may be suspended or terminated prior to the expiration of any term by:
  - 1. Written notice provided, with or without cause, by either party at least 30 days prior to the date of termination, or;
  - 2. Written notice, in the case of a default under the terms of this agreement, giving at least 21 days notice of the alleged default, with opportunity to cure within the 21 day period, or;
  - 3. Mutual agreement by the County and CCC, or;
  - 4. Written notice provided by the County if insufficient PEG funds are available, or if there has been a change in federal, state or local laws or regulations so that the activity funded by this agreement is no longer eligible for funding. Termination under this paragraph is effective immediately.



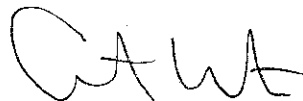
- C. Termination of this Agreement does not terminate obligations of CCC that accrued before termination, including but not limited to the obligation to allow audit or inspection.

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All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

**CLACKAMAS COUNTY**

**CLACKAMAS COMMUNITY COLLEGE**




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Chair  
Board of County Commissioners

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Courtney Wilton  
Vice President, College Services  
Clackamas Community College

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Recording Secretary

8-12-3

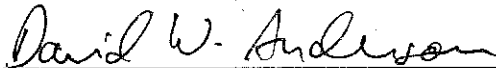
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Date

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Date

Approved as to Form:




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County Counsel



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Debbie McCoy  
Manager

CABLE COMMUNICATIONS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

August 29, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Agreement Between Clackamas County and Oregon City School District for Educational Access Funds

<b>Purpose/Outcome</b>	This is a new agreement to provide capital funding for Oregon City School District Educational Access Center for equipment and facilities.
<b>Dollar Amount and Fiscal Impact</b>	The dollar amount of \$25,000 was approved in the County's annual budget process for FY 13-14 using Public, Educational and Government (PEG) funds. There is no financial impact on the general fund.
<b>Funding Source</b>	Public, Educational and Government (PEG) funds are negotiated with cable franchisees as a pass-through from cable television subscribers and are dedicated for use by the PEG Access Centers for capital equipment and facilities for programming and broadcast of their access channel(s).
<b>Safety Impact</b>	None
<b>Duration</b>	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
<b>Previous Board Action/Review</b>	None
<b>Contact Person</b>	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5902

**BACKGROUND:**

Oregon City School District (OCSD) is a provider of Educational Access in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. OCSD has a channel that is designated for educational programming and is broadcast throughout the Oregon City School District. OCSD offers events, meetings, activities and educational programs which would be of interest for the residents of the OCSD.

This Agreement will provide for the award by County to OCSD of educational access funds received by County from cable franchisees as a pass-through from cable television subscribers in an amount approved through the Clackamas County budget process to be used by OCSD for the purpose of procuring equipment/facilities for production and cablecasting of the OCSD educational access television channel. These funds are subject to County receiving PEG funding from the cable franchise agreements and if County does not receive sufficient PEG funds to pay OCSD's annual budgeted request, OCSD shall be promptly notified that the funds may be reduced or eliminated in accordance with available funding.

County will disburse PEG funding to OCSD upon submittal of equipment/facility invoices, including prices, for approval by County. OCSD will obtain price quotes using purchasing methods in compliance

with Oregon law. This agreement will become effective when it is signed by both parties and may be amended at any time with the concurrence of both parties.

County Counsel has prepared an agreement between Clackamas County and OCSD, which has been signed by Oregon City School District Business Manager, Wes Roger. As PEG funds are dedicated to Access Centers and Institutional Network costs as a pass-through from cable subscribers by the cable providers, there is no cost to the County General Fund.

**RECOMMENDATION:**

The staff respectfully recommends that the Board approve the Agreement between OCSD and County to provide Educational Access funding as budgeted in the County budget process for capital equipment and facility purchases by OCSD and used for production or cablecasting of the OCSD Educational access television channel.

County Counsel has seen and approved the attached Agreement.

Sincerely,



Debbie McCoy, Manager  
Cable Communications

**AGREEMENT BETWEEN  
CLACKAMAS COUNTY  
AND  
OREGON CITY SCHOOL DISTRICT**

**I. Purpose**

- A. This Agreement is entered into between Clackamas County ("County"), a political subdivision of the State of Oregon, and Oregon City School District ("OCSD"), a school district formed and existing under the authority of ORS Chapter 332.
- B. This Agreement provides for the reimbursement by County to OCSD of OCSD's annual capital costs for equipment and construction of cable access facilities in an amount approved through the Clackamas County budget process each year (the "Funds"). These reimbursements will assist OCSD with the production and cablecasting of the school's educational access television channel(s) (the "Activity" or "Activities").

**II. Responsibilities**

- A. Under this agreement the responsibilities of OCSD will be as follows:
  - 1. OCSD will cablecast programs on educational access channel(s), using OCSD's facilities, subject to the usual operating rules of OCSD.
  - 2. The Funds shall be used only for reimbursement of OCSD's capital costs related to OCSD's production and cablecasting on OCSD's educational access channel(s).
  - 3. OCSD shall maintain discrete accounting record of all Activities associated with expenditures for which reimbursement is sought under this Agreement. OCSD shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, OCSD will permit the County to inspect its facilities furnished as part of the Activities.
  - 4. OCSD warrants that the Funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to nor approved by this Agreement.
  - 5. OCSD shall be responsible for producing, scheduling and administering the school's educational channel(s).
  - 6. OCSD will submit requests for Funds to County, including detailed receipts showing items purchased and prices paid by OCSD.

7. OCSD will send all its normal communications to the County cable regulatory office, to consist of:
  - a. Quarterly usage reports showing number of programs broadcast.
  - b. Equipment and usage reports.
  - c. Final approved budget.
  - d. Annual financial report or audit.

B. Under this agreement the responsibilities of the County will be as follows:

1. County will approve or disapprove requests for Funds submitted with receipts by OCSD. County will respond within 45 days from its receipt of requests for Funds.
2. County will reimburse OCSD for capital costs with Funds obtained as PEG funds (Public, Education and Government funds) from County's agreements with cable television franchisees annually, subject to County's approval of each request for reimbursement by OCSD.
3. The availability of Funds for reimbursement paid under this agreement is subject to the County receiving PEG funding from the cable franchise agreements. If the County does not receive sufficient PEG funds to pay OCSD's request, OCSD shall be promptly notified and the Funds may be reduced or eliminated in accordance with funds available.
4. The County may require OCSD to take corrective action to remedy problems with the implementation, evaluation, reporting, or administration of the Activity, so that OCSD meets compliance standards. OCSD will submit documentation that satisfactory correction action has been taken in the time frame set forth by the County. County shall give 30 days written notice to correct non-compliance.

### III. Liaison

Debbie McCoy will act as liaison from the County. The address and phone number are:  
Clackamas County Cable Communications  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 742-5902

Wes Rogers will act as liaison from OCSD. The address and phone number are:  
Oregon City School District  
P.O. BOX 2110  
Oregon City, OR 97045  
(503) 785-8424

#### IV. Other Terms and Conditions

- A. The County and OCSD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party(s) and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, OCSD exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify County under this paragraph for claims arising therefrom.
- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- H. Access to Records. The County and its duly authorized representatives shall have access to the books, documents, papers, and records of OCSD which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties, as set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent

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

## **V. Amendment**

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

## **VI. Term of Agreement**

- A. This Agreement becomes effective when it is signed by both parties.
- B. The initial term of this Agreement extends to June 30, 2014.
- C. This agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this agreement.

## **VII. Termination of Agreement**

- A. The previous agreement between the parties regarding cable television access funding is hereby rescinded.
- B. This Agreement may be suspended or terminated prior to the expiration of any term by:
  - 1. Written notice provided, with or without cause, by either party at least 30 days prior to the date of termination, or;
  - 2. Written notice, in the case of a default under the terms of this agreement, giving at least 21 days notice of the alleged default, with opportunity to cure within the 21 day period, or;
  - 3. Mutual agreement by the County and OCSD, or;
  - 4. Written notice provided by the County if insufficient PEG funds are available, or if there has been a change in federal, state or local laws or regulations so that the activity funded by this agreement is no longer eligible for funding. Termination under this paragraph is effective immediately.

AGREEMENT BETWEEN CLACKAMAS COUNTY AND OCSD

Page 5

- C. Termination of this Agreement does not terminate obligations of OCSD that accrued before termination, including but not limited to the obligation to allow audit or inspection.

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All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

**CLACKAMAS COUNTY**

**OREGON CITY SCHOOL DISTRICT**

---

Chair  
Board of County Commissioners

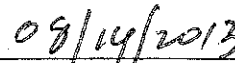
  
Wes Rogers  
Oregon City School District

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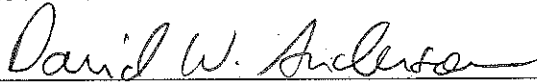
Recording Secretary

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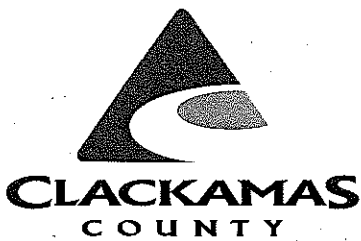
Date

  
Date

Approved as to Form:

  
County Counsel





15

Debbie McCoy  
Manager

CABLE COMMUNICATIONS  
PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

August 29, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

Agreement Between Clackamas County and North Clackamas School District  
(Sabin Schellenberg Center) for Educational Access Funds

<b>Purpose/Outcome</b>	Agreement to provide capital funding for North Clackamas School District (Sabin Schellenberg Center) Educational Access Center.
<b>Dollar Amount and Fiscal Impact</b>	\$25,000 was approved in the County's annual budget process for FY 13-14 using Public, Educational and Government (PEG) funds. There is no financial impact on the general fund.
<b>Funding Source</b>	Public, Educational and Government (PEG) funds are negotiated with cable franchisees as a pass-through cost from cable television subscribers and are dedicated for use by PEG Access Centers for capital equipment and facilities for programming and broadcast of their access channel(s).
<b>Safety Impact</b>	None
<b>Duration</b>	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
<b>Previous Board Action/Review</b>	Prior agreement between the parties was executed by the Board of Commissioners on April 23, 2009.
<b>Contact Person</b>	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5902

**BACKGROUND:**

North Clackamas School District, acting on behalf of the Sabin Schellenberg Center (NCSD), a school district formed and existing under the authority of ORS Chapter 332, is a provider of an educational access channel(s) in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in unincorporated County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. NCSD has an educational access channel that is designated for educational access programming and is broadcast throughout the North Clackamas School District. NCSD provides local programming of school events, information, school board meetings, and educational activities of general interest for the North Clackamas School District.

This Agreement will provide for the award by County to NCSD of PEG funds received by County from cable franchisees as a pass-through from cable television subscribers in an amount approved through the Clackamas County annual budget process to be used by NCSD for the purpose of procuring equipment/facilities for production and cablecasting of the NCSD educational access television channel. These funds are subject to County receiving PEG funding from the cable franchise agreements and if County does not receive sufficient PEG funds to pay NCSD's annual budgeted request, NCSD shall be promptly notified that the funds may be reduced or eliminated in accordance with available funding.

County will disburse PEG funding to NCSD upon submittal of equipment/facility invoices, including prices, for approval to County. NCSD will obtain price quotes using purchasing methods in compliance

with Oregon law. This agreement will become effective when it is signed by both parties and may be amended at any time with the concurrence of both parties.

County Counsel has prepared an agreement between Clackamas County and NCSD, which has been signed by NCSD. As PEG funds are dedicated to Access Centers and Institutional Network costs as a pass-through from cable subscribers by the cable providers, there is no cost to the County General Fund.

**RECOMMENDATION:**

The staff respectfully recommends that the Board approve the Agreement between NCSD and County to provide Educational Access funding as budgeted in the County budget process for capital equipment and facility purchases by NCSD and used for production or cablecasting of the NCSD educational access television channel(s).

County Counsel has seen and approved the attached Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Debbie McCoy". The signature is written in black ink and is positioned above the typed name and title.

Debbie McCoy, Manager  
Cable Communications

**AGREEMENT BETWEEN  
CLACKAMAS COUNTY  
AND  
NORTH CLACKAMAS SCHOOL DISTRICT  
(SABIN SCHELLENBERG CENTER)**

**I. Purpose**

- A. This Agreement is entered into between Clackamas County ("County"), a political subdivision of the State of Oregon, and North Clackamas School District acting on behalf of the Sabin Schellenberg Center ("NCSD"), a school district formed and existing under the authority of ORS Chapter 332.
- B. This Agreement provides for the reimbursement by County to NCSD of NCSD's annual capital costs for equipment and construction of cable access facilities in an amount approved through the Clackamas County budget process each year (the "Funds"). These reimbursements will assist NCSD with the production and cablecasting of the school's educational access television channel(s) (the "Activity" or "Activities").

**II. Responsibilities**

- A. Under this agreement the responsibilities of NCSD will be as follows:
  - 1. NCSD will cablecast programs on educational access channel(s), using NCSD's facilities, subject to the usual operating rules of NCSD.
  - 2. The Funds shall be used only for reimbursement of NCSD's capital costs related to NCSD's production and cablecasting on NCSD's educational access channel(s).
  - 3. NCSD shall maintain discrete accounting record of all Activities associated with expenditures for which reimbursement is sought under this Agreement. NCSD shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, NCSD will permit the County to inspect its facilities furnished as part of the Activities.
  - 4. NCSD warrants that the Funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to nor approved by this Agreement.
  - 5. NCSD shall be responsible for producing, scheduling and administering the school's educational channel(s).
  - 6. NCSD will submit requests for Funds to County, including detailed receipts showing items purchased and prices paid by NCSD.

## AGREEMENT BETWEEN CLACKAMAS COUNTY AND NCSD

Page 2

7. NCSD will send all its normal communications to the County cable regulatory office, to consist of:
  - a. Quarterly usage reports showing number of programs broadcast.
  - b. Equipment and usage reports.
  - c. Final approved budget.
  - d. Annual financial report or audit.
  
- B. Under this agreement the responsibilities of the County will be as follows:
  1. County will approve or disapprove requests for Funds submitted with receipts by NCSD. County will respond within 45 days from its receipt of requests for Funds.
  
  2. County will reimburse NCSD for capital costs with Funds obtained as PEG funds (Public, Education and Government funds) from County's agreements with cable television franchisees annually, subject to County's approval of each request for reimbursement by NCSD.
  
  3. The availability of Funds for reimbursement paid under this agreement is subject to the County receiving PEG funding from the cable franchise agreements. If the County does not receive sufficient PEG funds to pay NCSD's request, NCSD shall be promptly notified and the Funds may be reduced or eliminated in accordance with funds available.
  
  4. The County may require NCSD to take corrective action to remedy problems with the implementation, evaluation, reporting, or administration of the Activity, so that NCSD meets compliance standards. NCSD will submit documentation that satisfactory correction action has been taken in the time frame set forth by the County. County shall give 30 days written notice to correct non-compliance.

### III. Liaison

Debbie McCoy will act as liaison from the County. The address and phone number are:  
Clackamas County Cable Communications  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 742-5902

Deborah Barnes will act as liaison from NCSD. The address and phone number are:  
Sabin-Schellenberg Skill Center  
North Clackamas School District #12  
14450 Se Johnson Road  
Milwaukie, OR 97267  
(503) 353-5909

#### IV. Other Terms and Conditions

- A. The County and NCSD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party(s) and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, NCSD exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify County under this paragraph for claims arising therefrom.
- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- H. Access to Records. The County and its duly authorized representatives shall have access to the books, documents, papers, and records of NCSD which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties, as set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent

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

- J. This contract supersedes and cancels any prior contracts and/or agreements between the parties hereto for similar services.

## V. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

## VI. Term of Agreement

- A. This Agreement becomes effective when it is signed by both parties.
- B. The initial term of this Agreement extends to June 30, 2014.
- C. This agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this agreement.

## VII. Termination of Agreement

- A. The previous agreement between the parties regarding cable television access funding is hereby rescinded.
- B. This Agreement may be suspended or terminated prior to the expiration of any term by:
  - 1. Written notice provided, with or without cause, by either party at least 30 days prior to the date of termination, or;
  - 2. Written notice, in the case of a default under the terms of this agreement, giving at least 21 days notice of the alleged default, with opportunity to cure within the 21 day period, or;
  - 3. Mutual agreement by the County and NCSD, or;
  - 4. Written notice provided by the County if insufficient PEG funds are available, or if there has been a change in federal, state or local laws or regulations so that the activity funded by this agreement is no longer eligible for funding. Termination under this paragraph is effective immediately.

AGREEMENT BETWEEN CLACKAMAS COUNTY AND NCSD

Page 5

- C. Termination of this Agreement does not terminate obligations of NCSD that accrued before termination, including but not limited to the obligation to allow audit or inspection.

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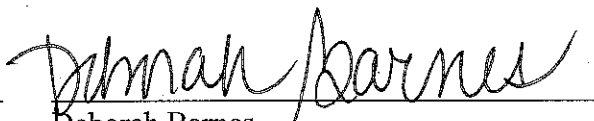
All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

**CLACKAMAS COUNTY**

**NORTH CLACKAMAS  
SCHOOL DISTRICT**

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Chair  
Board of County Commissioners

  
Deborah Barnes  
North Clackamas School District

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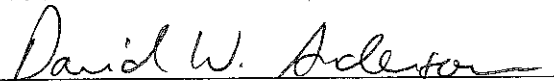
Recording Secretary

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Date

8-13-13  
Date

Approved as to Form:

  
County Counsel



16

**OFFICE OF COUNTY COUNSEL**

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

August 29, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**David W. Anderson**  
**Kimberley Ybarra**  
**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
Assistants

Authorization of Sale of Land to Tri-Met

<b>Purpose/Outcomes</b>	Authorization of Sale of Land
<b>Dollar Amount and Fiscal Impact</b>	\$42,916 gain for Clackamas County
<b>Funding Source</b>	Not Applicable
<b>Safety Impact</b>	Not Applicable
<b>Duration</b>	Final sale
<b>Previous Board Action</b>	Direction to enter into transactions pursuant to Court Order
<b>Contact Person</b>	Chris Storey, Assistant County Counsel 503 742 4623
<b>Contract No.</b>	Not Applicable

**BACKGROUND**

The County has been directed by court order to sell certain parcels of land to TriMet pursuant to prior agreements. The attached 3 deeds convey the required property owned by Clackamas County. The first deed quitclaims any possible interest in certain right of way that the County believes is held by the Oregon Department of Transportation for \$1.00. The second deed conveys a parcel for \$20,915, and the third a parcel for \$22,000. The deeds and amounts have been the subject of negotiation and represent what staff believes is fair value for the parcels.

**RECOMMENDATION**

Staff recommends approval of the sale of the land and authorization for the Interim County Administrator or her designee to execute the attached deeds and any related documents necessary to consummate the contemplated transactions.

Respectfully submitted,

Chris Storey  
Assistant County Counsel  
County Counsel



**Grantor's Name and Address**

Clackamas County, through its Department of Transportation &  
Development  
c/o Kath Rose  
150 Beaver Creek Rd. DSB  
Oregon City, OR 97045

**Grantee's Name**

Tri-County Metropolitan Transportation  
District of Oregon

**After Recording Return To:**

Tri-County Metropolitan Transportation  
District of Oregon Attn: Real  
Estate Department  
1800 SW First Avenue, Ste. 300  
Portland, OR 97201

**Unless a change is requested all taxes shall be sent to:**

Tri-County Metropolitan Transportation  
District of Oregon Attn: Real  
Estate Department  
1800 SW First Avenue, Ste. 300  
Portland, OR 97201

**QUITCLAIM DEED**

Clackamas County, a political subdivision of the State of Oregon ("Grantor"), releases and quitclaims to the Tri-County Metropolitan Transportation District of Oregon ("Grantee") all right, title and interest in and to the real property described on Exhibit A, which is attached hereto and by this reference made a part hereof.

The true consideration for this conveyance is \$1.00, and other good and valuable consideration including all recording costs and fees associated herewith, the receipt and sufficiency of which is hereby acknowledged.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE

PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, \_\_\_\_\_  
has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

State of Oregon                    )  
  )ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, on behalf of \_\_\_\_\_, Grantor.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

Accepted

\_\_\_\_\_  
Tri-County Metropolitan Transportation  
District of Oregon

State of Oregon                    )  
  )ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, on behalf of \_\_\_\_\_, Grantee.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

**Grantor's Name and Address**

Clackamas County, through its Department of Transportation &  
Development  
c/o Kath Rose  
150 Beaver Creek Rd. DSB  
Oregon City, OR 97045

**Grantee's Name**

Tri-County Metropolitan Transportation  
District of Oregon

**After Recording Return To:**

Tri-County Metropolitan Transportation  
District of Oregon Attn: Real  
Estate Department  
1800 SW First Avenue, Ste. 300  
Portland, OR 97201

**Unless a change is requested all taxes shall be sent to:**

Tri-County Metropolitan Transportation  
District of Oregon Attn: Real  
Estate Department  
1800 SW First Avenue, Ste. 300  
Portland, OR 97201

**BARGAIN AND SALE DEED**

Clackamas County, a political subdivision of the State of Oregon ("Grantor"), conveys and grants to the Tri-County Metropolitan Transportation District of Oregon ("Grantee"), all of Grantor's rights, title and interests to the real property described as Parcels 1 and 2 in Exhibit A, which is attached hereto and incorporated by this reference herein (the "Property").

Grantor agrees that the consideration recited herein is just compensation for the Property.

The true and actual consideration for this conveyance is Twenty Thousand Nine Hundred Fifteen and no/100 Dollars (\$20,915.00) plus payment by Grantee of all recording and related fees arising herefrom.

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

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this instrument to be executed this \_\_\_\_\_ day of August, 2013.

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

State of Oregon            )  
  )ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, on behalf of \_\_\_\_\_, Grantor.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

Accepted

\_\_\_\_\_  
Tri-County Metropolitan Transportation  
District of Oregon

State of Oregon            )  
                                  )ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by  
\_\_\_\_\_, on behalf of \_\_\_\_\_, Grantee.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

**Grantor's Name and Address**

Clackamas County, through its Department of Transportation &  
Development  
c/o Kath Rose  
150 Beavercreek Rd. DSB  
Oregon City, OR 97045

**Grantee's Name**

Tri-County Metropolitan Transportation  
District of Oregon

**After Recording Return To:**

Tri-County Metropolitan Transportation  
District of Oregon Attn: Real  
Estate Department  
1800 SW First Avenue, Ste. 300  
Portland, OR 97201

**Unless a change is requested all taxes shall be sent to:**

Tri-County Metropolitan Transportation  
District of Oregon Attn: Real  
Estate Department  
1800 SW First Avenue, Ste. 300  
Portland, OR 97201

**BARGAIN AND SALE DEED**

Clackamas County, a political subdivision of the State of Oregon ("Grantor"), conveys and grants to the Tri-County Metropolitan Transportation District of Oregon ("Grantee"), all of Grantor's rights, title and interests to the real property described as Parcel 1 in Exhibit A, which is attached hereto and incorporated by this reference herein (the "Property").

Grantor agrees that the consideration recited herein is just compensation for the Property.

The true and actual consideration for this conveyance is Twenty-Two Thousand and no/100 Dollars (\$22,000.00) plus payment by Grantee of all recording and related fees arising herefrom.

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

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

State of Oregon            )  
  )ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, on behalf of \_\_\_\_\_, Grantor.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

Accepted

\_\_\_\_\_  
Tri-County Metropolitan Transportation  
District of Oregon

State of Oregon            )  
                                      )ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by  
\_\_\_\_\_, on behalf of \_\_\_\_\_, Grantee.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_





**DEVELOPMENT AGENCY**

August 29, 2013

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Otak, Inc for Consulting Engineering Services  
for the Capps Road Property,  
also known as the Clackamas Industrial Area Opportunity (CIAO) Site,  
Stormwater Mitigation and Road Construction Project**

<b>Purpose/Outcomes</b>	This contract will provide funding for Engineering design and plans for the construction of an extension of SE 120 <sup>th</sup> Avenue to provide access to the Clackamas Industrial Area Opportunity (CIAO) site, and design of associated stormwater facilities.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$174,886.10, which includes a contingency of \$31,540 in the event additional geotechnical testing is needed during the roadway design phase or additional engineering design recommendations and records of survey are needed to create developable lots.
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Industrial Area Urban Renewal District funds - no County General Funds are involved.
<b>Safety Impact</b>	The extension of SE 120 <sup>th</sup> Avenue will provide access to the site for pedestrians and vehicular traffic meeting County Roadway Standards. The current access is unimproved.
<b>Duration</b>	The contract will terminate on September 30, 2014
<b>Previous Board Action</b>	The Board of County Commissioners previously approved acquisition of the property at a July 16, 2009 Business Meeting.
<b>Contact Person</b>	Ken Itel, Senior Project Planner, Clackamas County Development Agency - 742-4324

**BACKGROUND:**

This contract will prepare roadway design plans, specifications and cost estimates for the extension of SE 120<sup>th</sup> Avenue into the CIAO site in order to provide appropriate access for future industrial users. The contract also includes design of stormwater control facilities for the site, and necessary data to complete the US Army Corps of Engineers (Corps) permitting process.

While the work is vital to providing a developable industrial site, it is also necessary for the Agency's application to qualify the site as development ready under Business Oregon's Industrial Site Certification program. The Corps permit and the extension of SE 120<sup>th</sup> Avenue are the last two elements necessary to fully qualify the site. The CIAO site has been identified by the Governor's Regional Solutions Team as one of the priority industrial sites within the state for receiving site certification. The CIAO site is one of the few large industrial sites in the Portland metropolitan area which is verging on development ready.

The majority of the SE 120<sup>th</sup> extension construction will be funded by a \$500,000 Immediate Opportunity Fund (IOF) grant from the Oregon Department of Transportation. The SE 120<sup>th</sup> extension

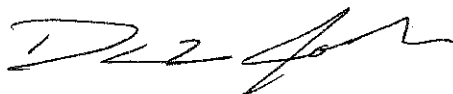
improvements include approximately 550 feet of roadway ending in a cul-de-sac providing driveway cuts to access future industrial pad sites. The roadway will include a full width sidewalk on one side, lighting, a landscaping strip, stormwater facilities and utility extensions to provide service for future users. The road will be designed to have a maximum grade of no more than five percent (5%) in order to facilitate access by truck traffic. Design alternatives will be evaluated for stormwater management.

Staff advertised this project under a Request for Proposals, which included preparing roadway and stormwater design plans, specifications and cost estimates. Three proposals were received and further negotiations were required with the selected consultant, Otak Inc., to refine the scope of work and negotiate a fee proposal. This contract is in the format approved by County Counsel

**RECOMMENDATION:**

Staff respectfully recommends the Board approve and sign the contract with Otak, Inc., for engineering design and plans for the Capps Road Stormwater Mitigation and Road Construction Project.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

Placed on the August 29, 2013 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

August 29, 2013

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of August 29, 2013, this contract with Otak Inc for **Consulting Engineering Services for the Capps Road Property Stormwater Mitigation and Road Construction Project**. This project was requested by Ken Itel, Development Agency Project Manager, and was publicly advertised in accordance with ORS 279. Thirty-two proposal packets were requested and sent out with three proposal responses received: Harper Houf Peterson Righellis, PacLand, and Otak. A selection panel reviewed and evaluated the Request for Qualifications based on the selection criteria outlined in the RFP documents. Otak was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$174,886.10. The contract term is from contract execution through September 30, 2014. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 451-6610-00-481200-30157 for fiscal years 2013/2014 and 2014/2015.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff



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DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 29, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order Certifying the 2013-2014 Assessment Roll for  
Clackamas County Service District No. 5

<b>Purpose/Outcomes</b>	Approval of this Board Order will certify the Assessment Roll for Clackamas County Service District No. 5 for fiscal year 2013-2014. The Assessment Roll is kept by the Department of Transportation and Development. Assessments are attached to the property tax statements for the County and collected in the same manner as ad valorem taxes.
<b>Dollar Amount and Fiscal Impact</b>	\$1,803,531.55
<b>Funding Source</b>	The cost of street lighting within Clackamas County Service District No. 5 is paid by direct assessment against benefited property. The adopted district budget assumes the special assessment will be certified by the Board and collected with the property tax statements.
<b>Safety Impact</b>	Improved visibility for the traveling public.
<b>Duration</b>	Annual Assessment
<b>Previous Board Contact</b>	Budget Adoption Meeting June 27, 2013
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

Pursuant to statute, the district may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$1,803,531.55 on the 2013-2014 tax roll.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD

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

In the Matter of Certifying an Assessment  
Roll for Property Assessed for Street  
Light Service in Clackamas County  
Service District No. 5 for Fiscal Year  
2013-2014



ORDER NO.  
page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Order No. 2013-58, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5; now therefore

IT IS HEREBY ORDERED that the benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll; and

IT IS FURTHER ORDERED that the Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget in the aggregate amount of \$1,803,531.55 and that these assessments are levied upon certain properties within the District as of the start of the 2013-2014 fiscal year. The following allocation and categorization subject to the limits of section 11b. Article XI of the Oregon Constitution make up the above aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
General Fund	\$1,803,531.55	\$ 0.00
Total	\$1,803,531.55	\$ 0.00

IT IS FURTHER ORDERED that the assessments collected in the amount of \$1,803,531.55 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

ADOPTED this 29th day of August, 2013.

BOARD OF COUNTY COMMISSIONERS  
Acting as the Governing Body of Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary