

# AGENDA

**Thursday, April 27, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-31

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Clackamas County Dog Services Adoption Story (Sarah Holcombe, Dog Services)

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

**III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**  
*(No public testimony on this item)*

1. **ZDO-262** - Adoption of Zoning and Development Ordinance 262, Amendments to the Zoning and Development Ordinance to Implement and Administer State Law Applicable to the Natural Resource Zoning Districts (Nathan Boderman, County Counsel) *Previously Approved at the March 22, 2017 Land Use Hearing*
2. **ZDO-263** - Adoption of Zoning and Development Ordinance 263, Amendments to the Zoning and Development Ordinance to Implement Changes to the County's Marijuana Related Land Use Regulations (Nathan Boderman, County Counsel) *Previously Approved at the March 22, 2017 Land Use Hearing*

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

1. Board Order No. \_\_\_\_\_ Initiating a Transfer of Jurisdiction from Clackamas County to the City of Wilsonville for a Portion of Stafford Road, Market Road #12, and Advance Road, County Roads 1208 and X-24 (Rick Maxwell, DTD)
2. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2016-2017 (Diane Padilla, Budget Manager)

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

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

1. Approval of an Intergovernmental Agreement with Multnomah County for the Reduction of Opioid Overdose and Death Program – *Public Health*
2. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion – *Health Centers*
3. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion to Update Existing Equipment and the Purchase of Additional Equipment – *Health Centers*
4. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
5. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*
6. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Housing Our Families – *Social Services*
7. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Coordinated Housing Access System – *Social Services*

**B. Finance Department**

1. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget Less than 10% for Fiscal Year 2016-2017
2. Resolution No. \_\_\_\_\_ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
3. Resolution No. \_\_\_\_\_ for Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017

**C. Elected Officials**

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

**D. Department of Disaster Management**

1. Approval of Fiscal Year 2015 Urban Area Security Initiative Sub-recipient Grant Agreement with the City of Milwaukie

**E. Public & Government Affairs**

1. Board Order No. \_\_\_\_\_ Approving the Transfer of the Cable Television Franchise of Government Camp Cable, Inc. to Mt. Hood Management, LLC, dba Government Camp Communications
2. Board Order No. \_\_\_\_\_ Approving the Renewal of the Cable of the Cable Television Franchise Agreement for the Use of the County Right-of-Way by Government Camp Cable, Inc.

**VI. DEVELOPMENT AGENCY**

1. Approval of a Funding Agreement between Clackamas County Development Agency and North Clackamas School District for Improvements to Mt. Scott Elementary School

**VII. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Approval of Amendment No. 2 to the Contract Documents with Brown and Caldwell, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
2. Approval of Amendment No. 2 to the Contract Documents with Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
3. Approval of Amendment No. 2 to the Contract Documents with Otak, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
4. Approval of Amendment No. 2 to the Contract Documents with Parametrix, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
5. Approval of Amendment No. 2 to the Contract Documents with Waterways Consulting, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
6. Approval of Amendment No. 2 to the Contract Documents with Brown and Caldwell, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
7. Approval of Amendment No. 2 to the Contract Documents with Herrera Environmental Consultants, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
8. Approval of Amendment No. 2 to the Contract Documents with Otak, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
9. Approval of Amendment No. 2 to the Contract Documents with Parametrix, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
10. Approval of Amendment No. 2 to the Contract Documents with Waterways Consulting, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**

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



# Happy Tails

## at Clackamas County Dog Services

Board of County Commissioners Business Meeting  
April 27, 2017  
Sarah Holcombe  
Volunteer and Outreach Coordinator







## CLACKAMAS DOGS FOUNDATION

The Clackamas Dogs Foundation provides support and assistance to Clackamas County Dog Services in order to advance dog welfare in Clackamas County

A separate 501C3 nonprofit established in 2013

Supported solely by donations

Programs include:

- Low-Income Spay & Neuter Program
- Dog Training and Adoptability
- Volunteer Recruitment
- Emergency Vet Fund



# Elvira

- Pitbull/American Bulldog mix
- Brought in as a stray
- Admitted to emergency vet clinic for skin trauma, swollen face and multiple masses





# Elvira's happy tail (now Penny)



Elvira spent several days at the emergency vet clinic. After Elvira's condition was stable, we learned that she was deaf. She was then transferred to Deaf Dogs of Oregon rescue to work on specialized training and then to be adopted. Elvira found her way into a very loving home.





CLACKAMAS  
DOGS FOUNDATION



**\$50 ADMISSION**

*Price includes dinner and one drink*

All proceeds benefit the Clackamas Dogs Foundation and continuing our efforts to support dogs in your community.

**REGISTER ONLINE AT:**

*ClackamasDogsFoundation.org*

**FOR MORE INFORMATION:**

503-722-6729

*sholcombe@clackamas.us*

**SPECIAL GUESTS:**

Clackamas County Sheriff's  
Office K9 Sergeant and Canine



# PUTT FOR MUTTS

**THURSDAY, MAY 18, 2017 / 6-8PM**

Come for dinner, drinks, a silent auction, and of course some putt putt golf!

SAH-HAH-LEE GOLF COURSE  
17104 SE 130th Ave • Clackamas, OR 97015



Thank you for the support!



# What about cats?

We occasionally receive calls to Dog Services regarding stray or feral cats. The county does not have an ordinance for cats, however we suggest contacting:

Feral Cat Coalition of Oregon

(503) 797-2606

[www.feralcats.com/](http://www.feralcats.com/)

Cat Adoption Team

503-925-8903

[www.catadoptionteam.org/](http://www.catadoptionteam.org/)



Elvira napping with her new cat mate



MIKE McCALLISTER  
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Adoption of Zoning and Development Ordinance 262, Amendments to the Zoning and Development Ordinance to Implement and Administer State Law Applicable to the Natural Resource Zoning Districts**

|                                        |                                                                                                                                        |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcome</b>                 | Amend the ZDO                                                                                                                          |
| <b>Dollar Amount and Fiscal Impact</b> | None                                                                                                                                   |
| <b>Funding Source</b>                  | Not applicable                                                                                                                         |
| <b>Safety Impact</b>                   | None anticipated                                                                                                                       |
| <b>Duration</b>                        | Indefinitely                                                                                                                           |
| <b>Previous Board Action/Review</b>    | Board of County Commissioners held public hearings on March 15 and 22, 2017; orally approved the adoption of ZDO-262 on March 22, 2017 |
| <b>Contact Person</b>                  | Gary Hewitt, 503-742-4519                                                                                                              |
| <b>Contract No.</b>                    | None                                                                                                                                   |

**BACKGROUND:**

The county has a practice of periodically updating its natural resource zoning district zoning code provisions. (The natural resource zones include the Exclusive Farm Use (EFU), Timber (TBR) and Ag/Forest (AG/F) Districts. The Oregon State Legislature and the Land Conservation and Development Commission regularly amend state statutes and regulations that apply in these zones, and the direction by the Board of County Commissioners has been to incorporate such changes in the ZDO.

The amendments in Ordinance ZDO-262 are intended to implement recent changes in state law, make corrections and increase clarity and consistency. The more significant changes include the addition of a new farm dwelling approval type and a new land division type and adoption of a new definition for primary processing of forest products.

The Board conducted public hearings on this matter on March 15 and 22, 2017. By a vote of 5-0, the Board voted to approve the amendment package as recommended by the Planning Commission with additional amendments to correct some inconsistencies with state law regarding winery-related uses.

In preparing the final documents for adoption, staff discovered minor errors in the earlier drafts. These have been corrected and are detailed in Exhibit 1, attached.

**RECOMMENDATION:** Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,

Nate Boderman  
Assistant County Counsel

Attachment: Exhibit 1, Revisions to ZDO-262 Following the Hearing of March 22, 2017



**ORDINANCE NO. ZDO-262**

**An Ordinance Amending Sections 401, 406, 407, 1107 and 1307 of the Clackamas County Zoning and Development Ordinance**

WHEREAS, the Board of County Commissioners included a project in the Planning and Zoning Division's work program to update the Zoning and Development Ordinance provisions related to the three natural resource zoning districts: Exclusive Farm Use, Timber and Ag/Forest; and

WHEREAS, the Planning Director accordingly initiated amendments to the natural resource zoning district provisions of the Zoning and Development Ordinance; and

WHEREAS, it is necessary to regularly update the ZDO for consistency with changes in state statutes and regulations that apply in the natural resource zoning districts; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of ZDO-262 on February 27, 2017; and

WHEREAS, after a duly-noticed public hearing on March 15, 2017, the Board of County Commissioners continued the public hearing to March 22, 2017, in order to consider testimony submitted regarding inconsistency between the ZDO and state law regarding winery-related uses; and

WHEREAS, during the continued public hearing on March 22, 2017, the Board of County Commissioners orally approved a modified version of the Planning Commission's recommendation to include resolution of inconsistencies between the ZDO and state law regarding winery-related uses; and

WHEREAS, the proposed amendments are consistent with the Clackamas County Comprehensive Plan and the Statewide Planning Goals and Guidelines; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Sections 401, 406, 407, 1107 and 1307 of the Clackamas County Zoning and Development Ordinance are hereby amended as shown in Exhibit A, hereto attached.

**Section 2:** This ordinance shall be effective on May 23, 2017.

ADOPTED this 27<sup>th</sup> day of APRIL, 2017

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

## Exhibit 1: Revisions to ZDO-262 Following the Hearing of March 22, 2017

### Section 401

Citations were updated to reflect renumbering required due to additions, deletions and relocation of text.

401.05(C)(15): Corrected the name of the county program that regulates onsite sewage disposal

401.09(B): Added reference to new land division type (see 401.09H) to specify that (H) is a Type II review

### Section 406

Citations were updated to reflect renumbering required due to additions, deletions and relocation of text.

406.03(K): Changed “means the” to “The” consistent with the way all other definitions are formatted

406.03(O): Restored deleted text from definition of “tract.” This deletion was unintentional and would be inconsistent with the same definition in Section 401.

406.05(D)(6): Corrected the name of the county program that regulates onsite sewage disposal

406.09: Added reference to new land division type (see 406.09G) to the introductory language in 406.09 to specify that (G) is a Type II review

### Section 407

407.04(A): Add references to Type I and III applications to the “key” because those application types appear in Table 407-1.

Table 407-1: Remove draft new language reading “in existence on September 9, 1995” from the reference to firearms training facility. This change is consistent with Sections 401 and 406 and state law.

### Section 1107

Citations were updated to reflect renumbering required due to an addition.

### Section 1307

This section has been included because citations in Table 1307-1 need to be revised for consistency with renumbering in Sections 401 and 1107.



MIKE McCALLISTER  
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Adoption of Zoning and Development Ordinance 263, Amendments to the Zoning and Development Ordinance to Implement Changes to the County's Marijuana-Related Land Use Regulations**

|                                        |                                                                                                                                                   |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcome</b>                 | Amend the ZDO                                                                                                                                     |
| <b>Dollar Amount and Fiscal Impact</b> | None                                                                                                                                              |
| <b>Funding Source</b>                  | Not applicable                                                                                                                                    |
| <b>Safety Impact</b>                   | None anticipated                                                                                                                                  |
| <b>Duration</b>                        | Indefinitely                                                                                                                                      |
| <b>Previous Board Action/Review</b>    | The Board of County Commissioners held a policy session on September 27, 2016, and November 22, 2016; and held a public hearing on March 22, 2017 |
| <b>Contact Person</b>                  | Jennifer Hughes, 503-742-4518                                                                                                                     |
| <b>Contract No.</b>                    | None                                                                                                                                              |

**BACKGROUND:**

In November 2014, Oregon voters legalized recreational marijuana. (Medical marijuana has been legal since 1998.) The Oregon Liquor Control Commission (OLCC) was required to begin accepting license applications to produce, process, wholesale and retail recreational marijuana on January 4, 2016. In anticipation of this, the county undertook a six-month program of stakeholder and public outreach to develop land use regulations for marijuana businesses. Following several public hearings, the Board of County Commissioners (BCC) adopted those regulations in December 2015, with effective dates in January (recreational marijuana) and March (medical marijuana) 2016.

It was anticipated that implementation would result in ideas for refinement of the regulations. Accordingly, the BCC included in this year's Planning and Zoning Division work program a project to consider additional ZDO amendments related

to marijuana. The BCC held two study sessions on this topic last fall and directed staff to proceed with a narrowly defined set of amendments:

- Add fence design standards
- Allow the processing of marijuana concentrates and extracts in the EFU and AG/F zones, subject to certain standards
- Amend as needed to conform to changes in state law/regulations
- Make minor edits to increase clarity of existing regulations

The Planning Commission conducted a public hearing on this matter on February 13, 2017. By a vote of 7 – 0, the Planning Commission recommended approval to the BCC of the fence design standards and the amendments to conform to changes in state law/regulations and increase clarity. By a vote of 5 – 1 with 1 abstention, the Planning Commission recommended approval to the BCC of the original proposal regarding marijuana processing in the EFU and AG/F zones with the following changes:

- Continue to prohibit marijuana extract processing in the EFU and AG/F zones
- Do not apply a 150-foot offsite structure separation standard, 1,000-foot buffer from residential zones or 20-acre minimum lot size to processing of marijuana concentrates, edibles or topicals

The result would be to add processing of marijuana concentrates as a permitted use and to apply a 100-foot minimum setback for buildings used to process marijuana concentrates, edibles and topicals.

The Board conducted a public hearing on this matter on March 22, 2017. By a vote of 5-0, the Board voted to approve the amendment package as recommended by the Planning Commission except that the Board deferred consideration of amendments related to processing of marijuana extracts and concentrates in the EFU and AG/F zones until May 17, 2017. Therefore, the attached ordinance adds fence design standards, implements changes to conform to changes in state law and regulations, and contains edits to increase the clarity of existing regulations. The ordinance does not change the current prohibition on marijuana extract and concentrate processing in the EFU and AG/F zones.

**RECOMMENDATION:** Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,

Nate Boderman  
Assistant County Counsel

**ORDINANCE NO. ZDO-263**

**An Ordinance Amending Sections 202, 316, 401, 407 and 841 of the  
Clackamas County Zoning and Development Ordinance**

WHEREAS, in November 2014 Oregon voters voted to permit the production, sale and use of recreational marijuana; and

WHEREAS, in order to comply with the state law mandate, in December 2015 the Board of County Commissioners adopted regulations for marijuana-related land uses and placed certain restrictions on development and activities that would have otherwise been permitted under state law; and

WHEREAS, those regulations took effect on January 4, 2016, and March 1, 2016, for recreational and medical marijuana, respectively; and

WHEREAS, recognizing that amendments to these regulations might be warranted, the Board of County Commissioners included an update project in the Planning and Zoning Division's work program and initiated proposed amendments at a policy session in November 2016; and

WHEREAS, the proposed amendments included fence design standards, changes to conform to changes in state law and regulations, edits to increase the clarity of existing regulations, and allowing the processing of marijuana concentrates and extracts in the Exclusive Farm Use and Ag/Forest zones; and

WHEREAS, after a duly-noticed public hearing on February 13, 2017, the Clackamas County Planning Commission recommended approval of the amendments to the Zoning and Development Ordinance, except for allowing marijuana extract processing in the EFU and AG/F zones; and

WHEREAS, after a duly-noticed public hearing on March 22, 2017, the Board of County Commissioners orally approved the Planning Commission's recommendation for amendments including fence design standards, changes to conform to changes in state law and regulations, and edits to increase the clarity of existing regulations but deferred consideration of amendments related to concentrate and extract processing in the EFU and AG/F zones; and

WHEREAS, the proposed amendments are consistent with the Clackamas County Comprehensive Plan and Statewide Planning Goals and Guidelines; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Sections 202, 316, 401, 407 and 841 of the Clackamas County Zoning and Development Ordinance are hereby amended as shown in Exhibit A, hereto attached.

**Section 2:** This ordinance shall be effective on May 23, 2017.

ADOPTED this 27<sup>th</sup> day of APRIL, 2017

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary





M. BARBARA CARTMILL  
DIRECTOR

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

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**A Board Order Initiating a Transfer of Jurisdiction from Clackamas County to the City of Wilsonville for a Portion of Stafford Road (Market Road #12 County Road #1208) and Advance Road (County Road #X-24)**

|                                        |                                                                                                                                                                               |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Jurisdictional transfer of roadway authority for portions of Stafford Rd and Advanced Rd to City of Wilsonville                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | Cost savings to the County due to the elimination of staff time and maintenance monies for these portions of roadway throughout project construction and upon final transfer. |
| <b>Funding Source</b>                  | N/A                                                                                                                                                                           |
| <b>Duration</b>                        | Upon execution; permanent transfer.                                                                                                                                           |
| <b>Previous Board Action</b>           | None.                                                                                                                                                                         |
| <b>Strategic Plan Alignment</b>        | Build a strong infrastructure.<br>Build public trust through good government.                                                                                                 |
| <b>Contact Person</b>                  | Rick Maxwell- Engineering Tech – 503-742-4671                                                                                                                                 |

The City of Wilsonville is in the process of constructing a major school/roadway/intersection improvement project involving portions Stafford Road and Advance Road. An Intergovernmental Agreement between the County and City of Wilsonville was fully executed on March 23, 2017. It formalizes an agreement with the City to transfer jurisdiction on these portions of Stafford Road and Advance Road. In exchange, the County has been allowing the roadways to be built to the City's design standards.

On January 5, 2017, the City of Wilsonville initiated the process, pursuant to ORS 373.270(6) to transfer jurisdiction of a portion of Stafford Road and Advance Road from the County to the City through the adoption of Resolution No. 2608. This resolution set a deadline of 90 days within which the County could act. That deadline expired on April 5, 2017. State law allows the County to initiate the same process, which would then require the City to finalize the transfer by adopting a resolution or order accepting the transfer.

Notice of this hearing was published in the Wilsonville Spokesman for four successive weeks pursuant to ORS 373.270(2)(b). No objections have been received by staff. Provided the Board deems it necessary, expedient or for the best interest of the County to transfer jurisdiction of a portion of Stafford Road and Advance Road to the City of Wilsonville, the Board should adopt the attached order. This order has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve this Board Order between Clackamas County and the City of Wilsonville related to the transfer of jurisdiction of a portion of Stafford Road and Advance Road to the City of Wilsonville.

Respectfully submitted,

Mike Bezner  
Assistant Director – Department of Transportation and Development

In the matter of transferring to the City of Wilsonville, jurisdiction over a portion of Stafford Road and Advanced Rd, County Road No. 1208 and X-24, DTD No. 30054 and 31035

Order No.  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Wilsonville pursuant to ORS 373.270(6), by Resolution Number 2608, dated January 5, 2017, and the preceding negotiation between the City of Wilsonville and Clackamas County Department of Transportation and Development to transfer portions of the following road:

| <u>Road Name</u> | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|------------------|---------------|--------------|-------------|-----------|--------------------|
| Stafford Road    | 1208          | 30054        | MP 0.00     | MP 0.09   | 27,700 sf          |
| Advanced Road    | X-24          | 31035        | MP 2.63     | MP 2.46   | 54,900 sf          |

It further appearing to the Board that the request by the City of Wilsonville expired by its terms on April 5, 2017 but the parties still desire to complete the transfer of portions of Stafford Road and Advance Road to the City of Wilsonville; and

It further appearing to the Board that said transfer of jurisdiction has been recommended by M. Barbara Cartmill, Director of the Department of Transportation and Development; and,

It further appearing to the Board that said transfer of jurisdiction is in the best interest of the citizens of Clackamas County; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Wilsonville Spokesman on 03/22/17, 03/29/17, 04/05/17 and 04/12/17; now therefore,

IT IS HEREBY ORDERED that Clackamas County hereby surrenders jurisdiction over a portion of Stafford Road and Advanced Road provided the City of Wilsonville accepts jurisdiction by April 27, 2018; and,

IT IS HEREBY ORDERED that, upon acceptance by the City of Wilsonville pursuant to ORS 373.270(7), Clackamas County's jurisdiction over a portion of Stafford Road and Advanced Road shall cease, and full and absolute jurisdiction of said portions of roadway for all purposes of repair, construction, improvement and the levying and collection of assessments shall be transferred to the City of Wilsonville and shall vest as of the date set forth under ORS 373.270(7); and,

In the matter of transferring to the  
City of Wilsonville, jurisdiction over  
a portion of Stafford Road and Advanced Rd,  
County Road No. 1208 and X-24,  
DTD No. 30054 and 31035

Order No.  
Page 2 of 2

IT IS FURTHER ORDERED that,  
upon acceptance by the City of Wilsonville, as provided above, 27,700 square feet of Stafford  
Road and 54,900 square feet of Advanced Road more or less, be removed from the County's  
Road Inventory; and,

IT IS FURTHER ORDERED that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording and that  
copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor,  
Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this \_\_\_\_ day of \_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
FOR FUTURE TRANSFER OF ROADWAY AUTHORITY  
ON PORTIONS OF STAFFORD ROAD AND ADVANCE ROAD  
FROM CLACKAMAS COUNTY TO THE CITY OF WILSONVILLE**

RECITALS:

- A. WHEREAS, the City of Wilsonville (“City”), an Oregon municipal corporation, and Clackamas County (“County”), an Oregon municipal corporation, are authorized pursuant to ORS 190.003 et seq. to enter into intergovernmental agreements for the performance of any and all functions and activities that a party, or its officers or agencies, have authority to perform; and
- B. WHEREAS, the City and the West Linn-Wilsonville School District (“District”), an Oregon school district, have previously entered into an Intergovernmental Cooperative Agreement (dated January 14, 2016), as authorized pursuant to ORS 280.150, to “jointly, in such manner as they shall agree upon, construct, acquire, own, equip, operate and maintain facilities which will directly aid each participating governmental unit in performing a duty or duties imposed upon it or aid in exercising a power or powers conferred upon it, and may appropriate money and may issue bonds therefore”; and
- C. WHEREAS, the District has undertaken construction of the Meridian Creek Middle School, with a scheduled opening in the fall of 2017; and
- D. WHEREAS, the development of this school site will require, as conditions for development approval, the construction of a public road system to access the site, improvements to connecting roads serving the site, installation of a signalized intersection, extension of water and sanitary sewer main lines, and providing of storm drainage systems; and
- E. WHEREAS, the District is responsible for acquiring all property for right-of-way and easements required to support all street and utility improvements and transfer the right-of-way and easements to the City; and
- F. WHEREAS, the City has agreed with the County to transfer the roadway authority on those portions of Stafford Road and Advance Road receiving construction improvements, as depicted in Exhibit “A”; and

G. WHEREAS, the acquisition of the property required for right-of-way and easements has been delayed and will likely not be completed until after the District has received bids and hired a construction contractor for these roadway improvements; and

H. WHEREAS, the City, the County, and the District desire to maintain plan review and project permitting through the City, absolving the County of their usual and typical role as being the Roadway Authority; and

I. WHEREAS, the City has agreed to formally accept the transfer of roadway authority on those portions of Stafford Road and Advance Road receiving construction improvements from the County to the City, whereupon the City assumes all ownership and maintenance responsibilities;

**NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the undersigned parties jointly and respectively agree as follows:**

1. The recitals above are incorporated by reference herein as findings in support of the respective parties' authority pursuant to ORS 190.003 et seq. and ORS 280.150.

2. Stafford Road and Advance Road Improvements. Those portions of Stafford Road and Advance Road receiving construction improvements by the District, as shown in **Exhibit A**, attached hereto and incorporated by reference herein. On these portions of Stafford Road and Advance Road being improved, the City cannot restrict through truck movements, unless there is concurrence and agreement from the County to limit truck usage. The City will request the transfer of roadway authority on these portions of Stafford Road and Advance Road within ninety (90) days of the signing of this IGA.

3. Construction Plan Review, Approval, Permitting, and Inspection. The District will work through the City to obtain all plan review, approval, permitting, and inspection for construction work on portions of Stafford Road and Advance Road.

4. Miscellaneous.

4.1. Further Assurances. Each party shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, in good faith, to carry out the intent of the parties hereto.

4.2. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

4.3. Burden and Benefit; Assignment. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.4. No Continuing Waiver. The waiver by either party of any breach of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

4.5. Applicable Law. This Agreement shall be interpreted under the laws of the State of Oregon. Venue shall be in Clackamas County.

4.6. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

4.7. Notices. All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be faxed, scanned to PDF format and emailed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City:       City of Wilsonville  
                  Steve R. Adams, P.E.  
                  Development Engineering Manager  
                  29799 SW Town Center Loop East  
                  Wilsonville OR 97070

To County:     Clackamas County  
                  Mike Bezner  
                  150 Beaver Creek Road  
                  Oregon City OR 97045

4.8. Rights Cumulative. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.



4.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

4.10. No Third Party Beneficiaries. None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

4.11. Dispute Resolution - Mediation. All disputes arising out of this Agreement shall first be submitted to mediation. Either party desiring mediation shall provide the other party with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute. The parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the parties, in the parties' sole discretion, within twenty (20) days from the date of the Request to Mediate, or such longer time frame as may be mutually agreed upon in writing by the parties, if mediation does not occur within the required time frame, or the mediation is unsuccessful, the parties may mutually agree to arbitrate the dispute or, absent such mutual agreement, the dispute shall be decided in Clackamas County Circuit Court.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of this

23 day of March, 2017.

B.2

CLACKAMAS COUNTY

By: 

Jim Bernard

Its: Chair, Board of County Commissioners

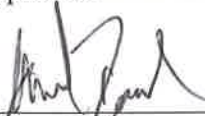
CITY OF WILSONVILLE

By: 

Bryan Cosgrove

Its: City Manager

Approved as to form:



Nathan Bederman

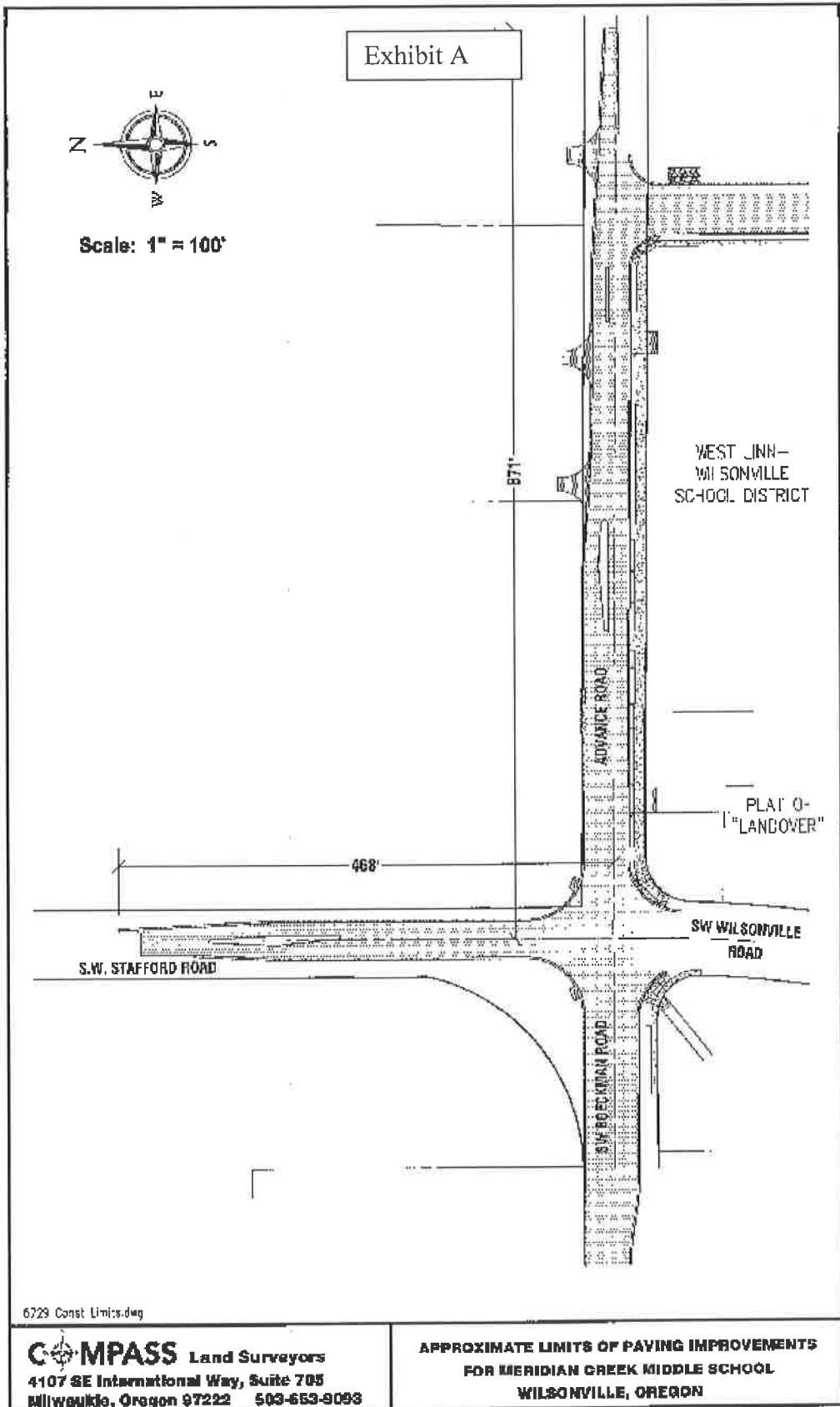
Assistant County Counsel

Approved as to form:



Barbara A. Jacobson, OSB #824630

City Attorney



LEGAL DESCRIPTION  
JURISDICTIONAL TRANSFER COUNTY ROADS  
TO THE CITY OF WILSONVILLE  
WEST LINN/WILSONVILLE SCHOOL DISTRICT 3JT

#6729  
3/10/17

EXHIBIT "A"

1) SW STAFFORD ROAD – MARKET ROAD NO. 12

A PORTION OF STAFFORD ROAD, MARKET ROAD NO. 12, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, W.M., CLACKAMAS COUNTY OREGON AND THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, W.M., CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE ALONG THE EAST LINE OF SAID SECTION 12, N.00°03'17"E., 468.00 FEET.

2) ADVANCE ROAD – COUNTY ROAD X-24

A PORTION OF ADVANCE ROAD, COUNTY ROAD X-24, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, W.M., CLACKAMAS COUNTY, OREGON AND THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 1 EAST, W.M., CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE ALONG THE NORTH LINE THEREOF, S.89°39'47"E., 871.00 FEET.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



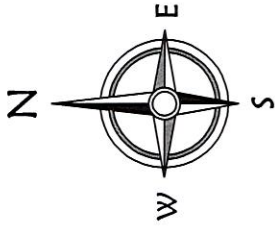
OREGON  
JULY 16, 1987  
MICHAEL A. RADEMACHER  
2303

DATE OF SIGNATURE: 3-3-17  
EXPIRES: 12/31/2018



4107 SE International Way, Suite 705, Milwaukie, Oregon 97222

Phone: 503.653.9093 Fax: 503.653.9095 Email: compass@compass-landsurveyors.com



Scale: 1" = 100'



**APPROXIMATE LIMITS OF PAVING  
IMPROVEMENTS FOR MERIDIAN  
CREEK MIDDLE SCHOOL,  
WILSONVILLE, OREGON**

WEST LINN-  
WILSONVILLE  
SCHOOL DISTRICT

871'

S89°39'47"E

ADVANCE ROAD

PLAT OF  
"LANDOVER"

468'

N00°03'17"E

S.W. STAFFORD ROAD

12 7

13 18

SW WILSONVILLE  
ROAD

SW BOECKMAN ROAD

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 16, 1987  
MICHAEL A. RADEMACHER  
2303

DATE OF SIGNATURE: 3-13-17

EXPIRES: 12/31/2018

**EXHIBIT "B"**

6729 Const Limits.dwg

 **MPASS** Land Surveyors  
4107 SE International Way, Suite 705  
Milwaukie, Oregon 97222 503-653-9093

LOCATED IN THE SE 1/4 OF SECTION 12, T.3S.,  
R.1W., SW 1/4 OF SECTION 7, T.3S., R.1E., AND  
THE NW 1/4 OF SECTION 18, T.3S., R.1E., W.M.,  
CLACKAMAS COUNTY, OREGON



**RESOLUTION NO. 2608**

**A RESOLUTION OF THE CITY OF WILSONVILLE TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING FUTURE TRANSFER OF ROADWAY AUTHORITY ON PORTIONS OF STAFFORD ROAD AND ADVANCE ROAD FROM CLACKAMAS COUNTY TO THE CITY OF WILSONVILLE**

WHEREAS, Clackamas County (County) is the current roadway authority on Stafford Road and Advance Road; and

WHEREAS, roadway improvements are required on Advance Road and for a new signalized intersection at the Advance Road/ Boeckman Road/ Stafford Road/ Wilsonville Road intersection for the West Linn-Wilsonville School District's (School District's) new Meridian Creek Middle School being constructed on property that has been annexed into the City of Wilsonville (City); and

WHEREAS, the City prefers that roads upgraded to urban standards within City limits be designed, permitted, and constructed using the City's Public Works Standards; and

WHEREAS, the improvements to Advance Road and the Advance Road/ Boeckman Road/ Stafford Road/ Wilsonville Road intersection work have been designed to City of Wilsonville Public Works Standards and will be permitted and inspected by City staff; and

WHEREAS, the City expects to become the road authority for the resulting improved roadway sections; and

WHEREAS, the School District is in the process of seeking a bid for these roadway improvements; and

WHEREAS, the School District is in the process of acquiring the right-of-way and easements needed for the roadway improvements; and

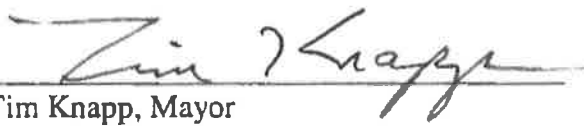
WHEREAS, the County has allowed the project to move forward to meet the School District's schedule, but seeks assurance that the City is committed to the road authority transfer for the sections of roadway designed and constructed using City of Wilsonville Public Works Standards; and

WHEREAS, the subject Intergovernmental Cooperative Agreement, attached hereto and fully incorporated herein, provides assurance that the City will seek a road authority transfer on sections of Stafford Road and Advance Road and allows the construction process to continue.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. To enter into an Intergovernmental Cooperative Agreement, attached hereto and fully incorporated herein, to transfer roadway authority for sections of Stafford Road and Advance Road from the County to the City within 90 days of its signing.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 5th day of January, 2017 and filed with the Wilsonville City Recorder this date.

  
Tim Knapp, Mayor

ATTEST:

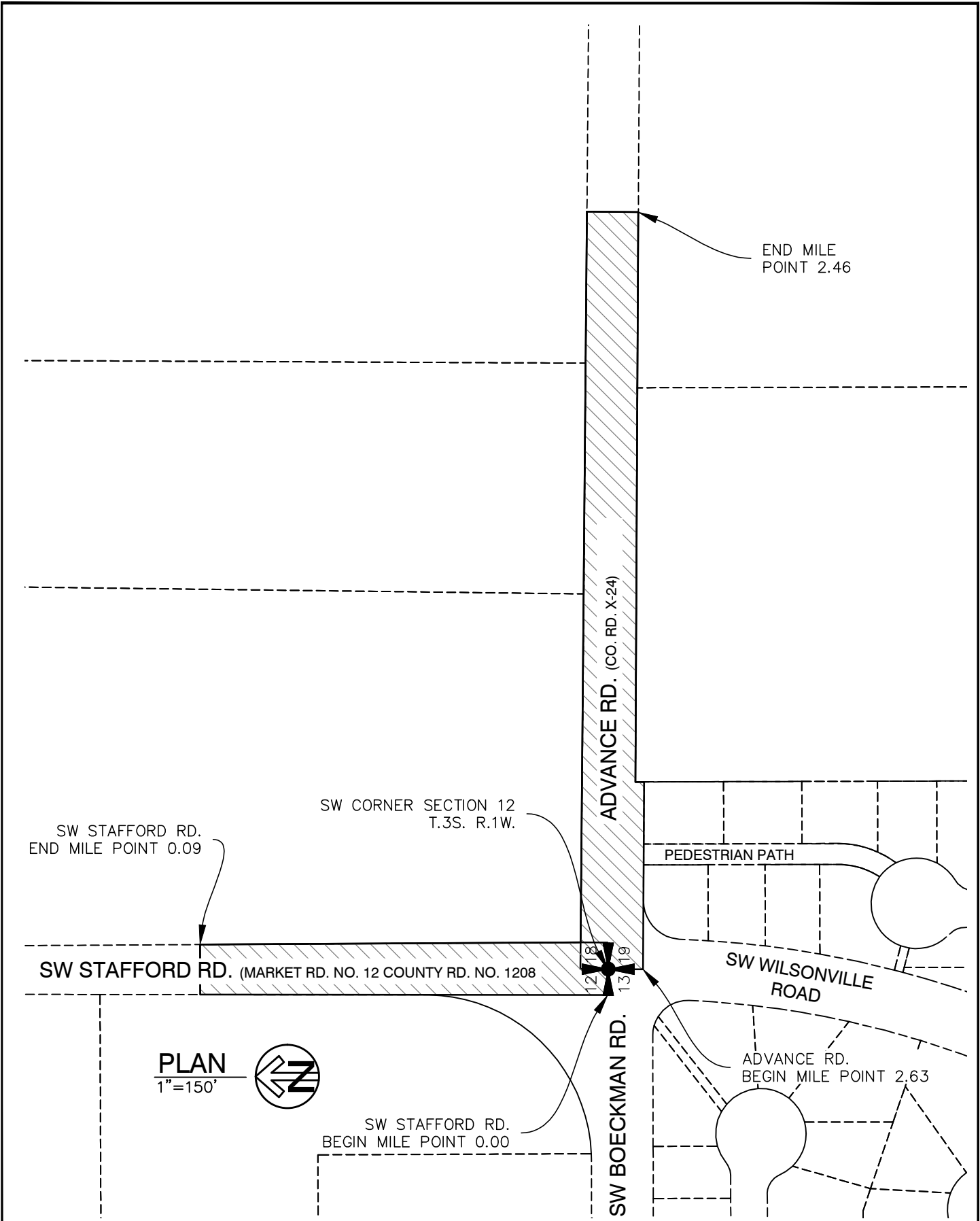
  
Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

|                         |         |
|-------------------------|---------|
| Mayor Knapp             | Yes     |
| Council President Starr | Excused |
| Councilor Stevens       | Yes     |
| Councilor Lehan         | Yes     |
| Councilor Akervall      | Yes     |

Attachments:

Intergovernmental Cooperative Agreement for Future Transfer of Roadway Authority on Portions of Stafford Road and Advance Road from Clackamas County to the City of Wilsonville



**PLAN**  
1"=150'



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



BY: R. MAXWELL      DATE: 03/16/2017  
**JURISDICTIONAL TRANSFER OF  
 PORTIONS OF SW STAFFORD RD.  
 AND ADVANCE RD.**

SHEET  
**1 OF 1**





MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2016-2017

|                                 |                                                                                |
|---------------------------------|--------------------------------------------------------------------------------|
| Purpose/Outcome                 | Supplemental budget change FY 2016-2017                                        |
| Dollar Amount and Fiscal Impact | The effect is an increase in appropriations of \$3,390,339                     |
| Funding Source                  | Includes State Operating Grants, Charge for Services and Miscellaneous Revenue |
| Duration                        | July 1, 2016-June 30, 2017                                                     |
| Previous Board Action/Review    | Budget Adopted June 29, 2016 and revised August 18, November 3 and December 19 |
| Strategic Plan Alignment        | Build public trust through good government                                     |
| Contact Person                  | Diane Padilla, 503-742-5425                                                    |

**BACKGROUND:**

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with ORS 294.473, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Road Fund is requesting to recognize transfer of prior City of Damascus road funding and receipt of remaining State Highway Fund revenues restricted to use within the prior city limits and budget for payment of services on roads within those boundaries during the 2016-17 winter storm event, contingency and reserves. This fund is also transferring from contingency to special payments for potential payments to cities in lieu of making road improvements prior to a transfer of road jurisdiction.

The Social Services Fund is transferring from program expense to capital outlay for the purchase of a bike trailer for the Mountain Express Program.

The effect of this Resolution is an increase in appropriations of \$3,390,339 including revenues as detailed below:

|                        |                      |
|------------------------|----------------------|
| State Operating Grants | \$ 511,000.          |
| Charge for Services    | 2,854,339.           |
| Miscellaneous Revenue  | <u>25,000.</u>       |
| Total Recommended      | <u>\$ 3,390,339.</u> |

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on April 27, 2017.

WHEREAS; the funds being adjusted are:

- . Road Fund
- . Social Services Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for Clackamas County, Oregon for the fiscal year July 1, 2016 to June 30, 2017 will be held at 2051 Kaen Road, Oregon City, Oregon, 97045. The hearing will take place on the 27th day of April, 2017, at 10:00 a.m. The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after April 20, 2017 at 2051 Kaen Road, Oregon City, OR, 97045, between the hours of 7:00 a.m. and 6:00 p.m.

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### SUMMARY OF SUPPLEMENTAL BUDGET

PUBLISH **ONLY** THOSE FUNDS BEING MODIFIED

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**FUND : Road**

| Resource                       | Amount               | Requirement                          | Amount               |
|--------------------------------|----------------------|--------------------------------------|----------------------|
| 1 State Operating Grants       | \$ 511,000           | Public Ways and Facilities           | \$ 10,000            |
| 2 Charge for Services          | \$ 2,854,339         | Not Allocated to Organizational Unit |                      |
| 3 Miscellaneous Revenue        | \$ 25,000            | 1 Special Payments                   | \$ 300,000           |
|                                |                      | 2 Contingency                        | \$ (169,661)         |
|                                |                      | 3 Reserve                            | \$ 3,250,000         |
| <b>Revised Total Resources</b> |                      | <b>Revised Total Requirements</b>    |                      |
|                                | <b>\$ 55,674,739</b> |                                      | <b>\$ 55,674,739</b> |

**Comments:**

Authorizes a change in expenditures in the Road Fund of \$3,390,339 from an increase in state operating grants, charge for services and miscellaneous revenue. Total Road Fund requirement now \$55,674,739.

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**FUND :Social Services**

| Resource                       | Amount               | Requirement                       | Amount               |
|--------------------------------|----------------------|-----------------------------------|----------------------|
| 1                              |                      |                                   |                      |
| <b>Revised Total Resources</b> |                      | <b>Revised Total Requirements</b> |                      |
|                                | <b>\$ 26,925,348</b> |                                   | <b>\$ 26,925,348</b> |

**Comments:**

Authorizes a transfer of expenditures and authorizes capital outlay as a new category in the Social Services Fund. Total Social Services Fund remains the same at \$26,925,348

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**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**April 27, 2017**

Recommended items by revenue source:

|                        |                     |
|------------------------|---------------------|
| State Operating Grants | \$ 511,000          |
| Charge for Services    | 2,854,339           |
| Miscellaneous Revenue  | 25,000              |
| Total Recommended      | <u>\$ 3,390,339</u> |

**ROAD FUND**

|                        |                     |
|------------------------|---------------------|
| Revenues:              |                     |
| State Operating Grants | \$ 511,000          |
| Charge for Services    | 2,854,339           |
| Miscellaneous Revenue  | 25,000              |
| Total Revenue          | <u>\$ 3,390,339</u> |

|                                      |                     |
|--------------------------------------|---------------------|
| Expenses:                            |                     |
| General Government                   | \$ 10,000           |
| Not Allocated to Organizational Unit |                     |
| Special Payments                     | 300,000             |
| Reserves                             | 3,250,000           |
| Contingency                          | (169,661)           |
| Total Expenditures                   | <u>\$ 3,390,339</u> |

Road Fund is requesting to recognize transfer of prior City of Damascus road funding and receipt of remaining State Highway Fund revenues restricted to use within the prior city limits and budget for payment of services on roads within those boundaries during the 2016-17 winter storm event, contingency and reserves. This fund is also transferring from contingency to special payments for potential payments to cities in lieu of making road improvements prior to a transfer of road jurisdiction.

**SOCIAL SERVICES FUND**

|                           |             |
|---------------------------|-------------|
| Expenses:                 |             |
| Health and Human Services | \$ -        |
| Total Expenditures        | <u>\$ -</u> |

Social Services Fund is transferring from program expense to capital outlay for the purchase of a bike trailer for the Mountain Express Program.

April 27, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Multnomah County for the  
reduction of opioid overdose and death program

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Clackamas County Public Health Division (CCPHD) will plan and conduct activities to meet the following objectives: Increase provider and public understanding of opioid risks, treatment options, and chronic pain management; Increase provider understanding and use of the State of Oregon’s Prescription Drug Monitoring Program; Increase law enforcement and public understanding of risks, treatment, and use of naloxone; Meet weekly with Multnomah County staff, as scheduled by Multnomah County to provide plans and summaries of Clackamas’s activities; Provide a written report documenting activities and related outcomes to Multnomah County at the end of the grant period. |
| <b>Dollar Amount and Fiscal Impact</b> | CCPHD will receive \$13,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Funding Source</b>                  | Federal award passed through by Multnomah County. No County General Funds are involved.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Duration</b>                        | Effective October 1, 2016 and terminates on September 30, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Strategic Plan Alignment</b>        | 1. Improved community safety and health<br>2. Ensure safe, health and secure communities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Previous Board Action</b>           | No previous Board Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Contact Person</b>                  | Dawn Emerick, Public Health Director – 503-655-8479                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Contract No.</b>                    | 8263                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement with Multnomah County for the reduction of opioid overdose and death program.

This allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Agreement is effective October 1, 2016 and continues through September 30, 2017.  
This contract has been reviewed by County Counsel on April 13, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

# INTERGOVERNMENTAL AGREEMENT

## Contract Number 4400003112

Clackamas County #8263

This is an Agreement between Clackamas County, acting by and through Public Health Division (Clackamas), and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: 2051 Kaen Rd., Suite 367  
CITY, STATE, ZIP: Oregon City, OR 97045

**Contract Documents.** This Contract includes the following attached documents:

Attachments

| Attachment Letter | Description                                        |
|-------------------|----------------------------------------------------|
| F                 | Post Federal Award Requirements Standards          |
| Exhibit A         | Bureau of Justice Assistance Cooperative Agreement |

**PURPOSE:**

**Background**

The United States Department of Justice, Office of Justice Programs (Funding Agency) has awarded Multnomah County ("County") funding under the Harold Rogers Prescription Drug Monitoring Program: Data-Driven Responses to Prescription Drug Abuse. Under this grant funding, the County is conducting work for its project titled "Regional Approaches to Decrease Opioid Overdose and Deaths in the Portland Metropolitan Tri-county" ("Project") and is under Grant Award No. 2016-PM-BX-K003.

Clackamas is contracting with County to conduct Project-related work to increase public awareness of opioid issues. The purpose of this agreement is to outline the terms and conditions between County and Clackamas for this Project work .

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from October 1, 2016 to September 30, 2017. This agreement may be renewed on an annual basis at the option of both parties, provided that the renewal of this agreement is funded by Funding Agency.
2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is **\$13,000.**
3. **RESPONSIBILITIES OF CLACKAMAS.** Clackamas agrees to
  - a. Plan and conduct activities to meet the following objectives of the federal award:
    - i. Increase provider and public understanding of risks, treatment options, and chronic pain management
    - ii. Increase provider understanding and use of the State of Oregon's Prescription Drug Monitoring Program
    - iii. Increase law enforcement and public understanding of risks, treatment, and use of naloxone
  - b. Meet weekly with County staff, as scheduled by County, and provide plans and summaries of Clackamas's activities
  - c. Provide a written report documenting activities and related outcomes to County at the end of the grant period.
4. **RESPONSIBILITIES OF COUNTY.** The County agrees to:
  - a. Provide technical assistance to Clackamas as needed.
  - b. Provide support in planning and conducting activities during weekly meetings.
5. **TERMINATION.** This agreement may be terminated by either party upon 60 (sixty) days' written notice.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Clackamas from and against all



liability, loss and costs arising out of or resulting from the acts of County, 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 Clackamas shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Clackamas County, its officers, employees and agents in the performance of this agreement.

- 7. **INSURANCE.** Each party shall each be responsible for providing worker’s compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
- 9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
- 11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
- 12. **PAYMENT/BILLING.** All invoices must be billed to Multnomah County and include the following information:
  - a. Invoice number and invoice date,
  - b. Vendor name and address,
  - c. Multnomah County contract number,
  - d. Description of goods and/or services delivered,
  - e. Detail units of measure, price per unit, extended amount per line items; and
  - f. Total invoice amount.

Invoices shall be sent electronically to Multnomah County Health Department (contact: Tyler Swift, tyler.swift@multco.us).

Clackamas shall submit invoices on a quarterly basis for services provided during the quarterly period the invoice represents. Each invoice must be received by County no later than the 15<sup>th</sup> of the month following the end of the quarter.

Payment terms are net thirty (30) days after receipt of an accurate and acceptable invoice. Payment is subject to the County’s determination that services claimed have been completed and delivered satisfactorily in accordance with the terms of the agreement. In the event that part or all of an invoice is disputed, Clackamas will be requested to resubmit an acceptable invoice.

- 13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement **is not** an ORS 190 governmental agreement as defined by the Oregon Revised Statutes (ORS 190.003-190.800).
- 14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor (Clackamas) shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor (Clackamas) will be notified via a certified letter within 30 days.

| CFDA # | Program Title                                      | Program Amount |
|--------|----------------------------------------------------|----------------|
| 16.754 | Harold Rogers Prescription Drug Monitoring Program | \$13,000       |
|        |                                                    |                |

**15. FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:

- a. Contractor (Clackamas) agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor (Clackamas) under this Contract shall be accessible to County upon request.
- b. Contractor (Clackamas) shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor (Clackamas)'s corporate headquarters are out of state, Contractor (Clackamas) agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- c. Contractor (Clackamas), if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- d. Contractor (Clackamas) agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants ( Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor (Clackamas). Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor (Clackamas)'s fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

**16. ADDITIONAL TERMS AND CONDITIONS:**

- a. **Clackamas agrees to comply with applicable requirements of Funding Agency as reference in Exhibit A.**

**17. THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT**  
**Contract Number: 4400003112**

**CONTRACTOR SIGNATURE**

*I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (print): \_\_\_\_\_

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

**Approved As To Form:**

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

\_\_\_\_\_  
Date

**MULTNOMAH COUNTY SIGNATURE**

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: \_\_\_\_\_

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

**Department Director Review (optional):**

Director or Designee: \_\_\_\_\_ N/A

Date: \_\_\_\_\_ N/A

**County Attorney Review:**

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: \_\_\_\_\_

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

April 27, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Dental Health Expansion

|                                        |                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | The purpose of this agreement is to increase new patient numbers, increase the number of visits by CareOregon members, and increase the number of patients receiving dental sealants. |
| <b>Dollar Amount and Fiscal Impact</b> | CareOregon will pay County receive up to \$2.00 per member per month based on improvement of the stated goals.                                                                        |
| <b>Funding Source</b>                  | Dental Clinics                                                                                                                                                                        |
| <b>Duration</b>                        | January 1, 2017 – December 31, 2017                                                                                                                                                   |
| <b>Previous Board Action</b>           | Previous Board Action on October 1, 2015 Agenda item - 100115-A-4, May 5, 2016 Agenda item – A2                                                                                       |
| <b>Strategic Plan Alignment</b>        | 1. Improved community safety and health<br>2. Ensure safe, healthy and secure communities                                                                                             |
| <b>Contact Person</b>                  | Deborah Cockrell 503-742-5495                                                                                                                                                         |
| <b>Contract No.</b>                    | 8279                                                                                                                                                                                  |

**Background**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for Dental Health Expansion. This agreement is an incentive to increase the number of new members assigned, increase the number of visits by CareOregon members, and increase the number of members receiving dental sealants. CCHCD will increase dental staff and implement practices designed to motivate patients to receive dental care. CCHCD will receive up to \$2.00 per member per month (PMPM) based on meeting the improvement goals. CCHCD will also be eligible for additional bonus incentive payment.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. This agreement is effective January 1, 2017 and will terminate on December 31, 2017. The agreement is retro-active due to receiving in late from CareOregon. County Counsel has reviewed this Agreement on April 25, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**CareOregon  
Letter of Agreement**

Clackamas County Agreement #8279

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting on by and through its Health, Housing and Human Services Department, Health Center Division (Provider) for support of the dental program.

Project: 2017 Dental Program Payment Incentive  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number: 17-0101DG  
CareOregon Contact: Alyssa Franzen  
Phone: 503-416-5908  
E-mail: franzena@careoregon.org

**I. Project Description:**

CareOregon has approved an alternative payment methodology as support for the Provider's dental program to increase member visits and utilization of covered services for calendar year 2017. Increasing member's visits and access to care improves overall quality of dental health. This alternative payment methodology is a per member per month (PMPM) payment based on quality measure improvements, as defined in Exhibit A.

**II. Project Objectives:**

- A. The goal of this initiative is to:
1. Increase number of new patients
  2. Increase number of visits
  3. Increase number of patients to receive dental sealants

**III. Payment and Terms:**

- A. CareOregon will pay Provider up to a maximum of \$2.00 per member per month (PMPM) based on improvement in quality measures and CareOregon obtaining a financial margin, as defined in Exhibit A.
- B. Provider is eligible for an Incentive Payment upon CareOregon obtaining a financial margin, as defined in Exhibit A.
- C. Provider agrees that CareOregon provided funding in association with this Agreement is to be used for Provider dental programs only and Provider will use a maximum of five (5) percent for indirect cost.
- D. Provider agrees to use payment received from CareOregon on oral health, quality-related activities, working towards improving identified oral health Quality Metrics targets, as defined in Exhibit A or to expand oral health capacity and/or access. Provider will submit a written proposal outlining planned activities for approval prior to the release of the payment.
- E. Provider agrees to submit access reports for third next available appointment, by individual clinician, to CareOregon Dental monthly. Monthly data is due on the Monday prior to the third Wednesday of the month. Submitted data will be calculated during the second week of the month.
- F. Provider agrees to submit a chart audit summary report to CareOregon Dental annually in accordance with the CareOregon Dental Record Documentation Standards policy and procedure. The summary report is due by December 15, 2017 for the 2017 audit year.
- G. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

**IV. General Provisions:**

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or Provider Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of this agreement are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this funding.
- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.

Agreed to on behalf of Clackamas County:

Agreed to on behalf of CareOregon, Inc.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**  
**Quality Measure**  
**2017 Dental Home Payment Model**

**If Provider clinics are eligible, CareOregon will pay a per-member-per month payment (PMPM) and an Incentive Payment contingent on CareOregon, Inc. Dental Care Organization having a positive financial margin defined as an operating margin of more than 20% on risk revenue for calendar year 2017.**

**I. PMPM PAYMENT:**

- A. Each Provider clinic location is eligible for a maximum of \$2 PMPM for January 2017 to December 2017.
  
- B. Provider clinic locations have the ability to earn a percentage towards the maximum \$2PMPM in two (2) categories if improvements meet or exceed improvement targets in Terms Section B below:
  - 1. 55%: Increase in members seen vs members assigned during the calendar year; requires 90 days continuous enrollment.
  - 2. 45%: Increase in assigned members ages 6-9 and 10-14 on Dec 31, 2017 to have received a sealant (CPT code D1351) within the clinic during the calendar year; requires 90 days continuous enrollment; excludes school-based dental sealant programs.

**II. Terms of PMPM:**

- A. Membership will be determined by total number of members on the fifteenth (15th) day of the month.
  
- B. An improvement target over 2015 or 2016 year-end performance, as defined below, is set for each category in Section 1.B above and are measured as follows:
  - 1. Assigned vs Seen:
    - a) 40% of PMPM is allocated if a minimum of 3% over 2016 year-end clinic performance is met.
    - b) 15% of PMPM is allocated if a minimum of 5% over 2015 year-end clinic performance is met.
    - c) In the event that improvement target in Section II. B.1.a is larger than improvement target II.B.1.b, 55% of PMPM is allocated for reaching improvement target II.B.1.a.
  - 2. Dental Sealants:
    - a) 45% of PMPM is allocated for reaching an improvement target of 3% over 2016 year-end clinic performance, with a benchmark of 25%.

**II. Incentive Payment:**

- A. A payment of \$25 for each ACA member to have at least one dental visit in time period of January 1, 2017 to December 31, 2017.
- B. A payment of \$500 for each Department of Human Services child to receive a dental assessment within 60 days (meets OHA metric). This excludes children who meet metric on claims in the prior 30 days.

April 27, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Dental Health Expansion to update existing equipment and the purchase of additional equipment

|                                        |                                                                                                                                                                          |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | The purpose of this agreement is to increase the total dentist clinic visits, increase the total hygienist clinic visits, and increase overall quality of dental health. |
| <b>Dollar Amount and Fiscal Impact</b> | CareOregon will pay County \$290,565.00                                                                                                                                  |
| <b>Funding Source</b>                  | Dental Clinics – No County General Funds                                                                                                                                 |
| <b>Duration</b>                        | April 1, 2017 – December 31, 2018                                                                                                                                        |
| <b>Previous Board Action</b>           | No Previous Board Action                                                                                                                                                 |
| <b>Strategic Plan Alignment</b>        | 1. Improved community safety and health<br>2. Ensure safe, healthy and secure communities                                                                                |
| <b>Contact Person</b>                  | Deborah Cockrell 503-742-5495                                                                                                                                            |
| <b>Contract No.</b>                    | 8273                                                                                                                                                                     |

**Background**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for Dental Health Expansion. This agreement provides funding to update existing equipment and obtain additional equipment that will allow the Beavercreek clinic to expand and provide additional services.

The maximum contract value is \$290,565. This agreement is effective April 1, 2017 and will terminate on December 31, 2018. The agreement is retro-active due to receiving in late from CareOregon. County Counsel reviewed this Agreement on April 25, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



**CareOregon  
Letter of Agreement**

Clackamas County Agreement #8273

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting on by and through its Health, Housing and Human Services Department, Health Center Division (Provider) for the time period April 1, 2017 to December 31, 2018.

Project: 2017 Beaver Creek Expansion Project  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number: 17-0401DA  
CareOregon Contact: Alyssa Franzen  
Phone: 503-416-5908  
E-mail: franzena@careoregon.org

**I. Project Description:**

CareOregon has approved support to the Provider's dental program with funding for capital expenditures to include two additional operatories, a larger relocated sterilization room, a panoramic machine, and updated equipment. This expansion project will provide the ability to increase members and member visits in calendar years 2017-2018. Increasing member's visits and access to care improves the overall quality of dental health.

**II. Project Objectives:**

- A. The goal of this initiative is the following:
1. Increase the total dentist clinic visits
  2. Increase the total hygienist clinic visits
  3. Increase overall quality of dental health

**III. Terms:**

- A. Provider agrees to use the full payment associated with this Agreement for the following at Beaver Creek Dental to help achieve the goals, as defined in Exhibit A, Access Measure Production Goals:
1. Capital projects to include:
    - a. Construction of two (2) additional operatories
      - i. Including two (2) new dental units, X-Ray machines and digital sensors
    - b. Moving the current sterilization to larger, centralized location
    - c. Expanding and opening main corridor
    - d. Adding panoramic radiograph machine
    - e. Updating existing aging dental chairs, upgrading vacuum system
- B. Provider agrees to hire the following Full Time Employees (FTE) by August 31, 2017 and notify CareOregon of the hire dates:
1. 1.0 FTE Dentist 0.75 FTE Dental Hygienist
  2. 0.75 FTE Dental Hygienist
  3. 3.0 FTE Expanded Function Dental Assistant
- C. Provider will submit quarterly progress reports to CareOregon on progress towards goals, as defined in Exhibit A, Access Measure Production Goals.

D. The first progress report to CareOregon will be due January 31, 2018 for the time period September 1, 2017 to December 31, 2017 and due quarterly thereafter.

**IV. Payment:**

- A. CareOregon will pay Provider an amount of \$290,565.00 upon receipt of signed Agreement.
- B. Provider agrees that CareOregon provided funding in association with this Agreement is to be used for this project only and Provider will use a maximum of five (5) percent for indirect cost.
- C. Provider agrees to submit quarterly progress reports to CareOregon Dental as outlined in Exhibit A.
- D. Provider agrees this payment is for the time period outlined above only and does not imply ongoing funding.

**V. General Provisions:**

- A. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- B. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or Provider Contact will suffice as written approval.
- C. All copyright interests in materials produced as a result of this Agreement are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this funding.
- D. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.

Agreed to on behalf of Clackamas County:

Agreed to on behalf of CareOregon, Inc.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**  
**Access Measures Production Goals**

I. Production Improvement Goals:

A. Encounter Goals reported to CareOregon quarterly, as defined in Section III. B.:

| Time Period                            | FTE       | Encounter Goal                            | Base line                                  |
|----------------------------------------|-----------|-------------------------------------------|--------------------------------------------|
| September 1, 2017 to December 31, 2017 | Dentist   | Additional 409 Encounters over Baseline   | Total September to December 2016           |
| September 1, 2017 to December 31, 2017 | Hygienist | Additional 47 Encounters over Baseline    | Total September to December 2016           |
| January 1, 2018 to December 31, 2018.  | Dentist   | Additional 2,896 encounters over Baseline | Total January 1, 2017 to December 31, 2018 |
| January 1, 2018 to December 31, 2018.  | Hygienist | Additional 628 encounters over Baseline   | Total January 1, 2017 to December 31, 2018 |

B. Provider will target to increase the number of unduplicated, unique patients by 840 over 2017 clinic final performance within calendar year 2018.

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

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

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.                                                                                                                                                                                                                                                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | \$236,569 Revenue                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Funding Source</b>                  | HUD – The grant requires a 25% match of in-kind contribution which is met through Emergency Housing Account (EHA) funds and in-kind services from area providers. No County General Funds are involved.                                                                                                                                                                                                                     |
| <b>Duration</b>                        | July 1, 2017 through June 30, 2018                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Previous Board Action</b>           | The previous agreement was approved by the board on July 14, 2016 (071416).                                                                                                                                                                                                                                                                                                                                                 |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.</li> </ol> |
| <b>Contract No.</b>                    | 8272                                                                                                                                                                                                                                                                                                                                                                                                                        |

**BACKGROUND:**

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

The value of this grant agreement is \$236,569. The agreement is effective July 1, 2017 through June 30, 2018. This agreement was reviewed and approved by County Counsel on April 17, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department



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

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0100L0E071609**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

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

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

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

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

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

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

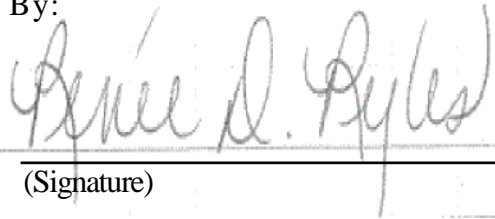
The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

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

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

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

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 10, 2017

(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)



**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0100L0E071609**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2016 COMPETITION**

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant is \$\_\_236569\_\_, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project’s approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

| <b>Project No.</b> | <b>Performance Period</b> | <b>Total Amount</b> |
|--------------------|---------------------------|---------------------|
| OR0100L0E071609    | 07-01-2017 - 06-30-2018   | \$ 236569           |

Allocated between budget line items as follows:

|                                                                                                                                 |           |
|---------------------------------------------------------------------------------------------------------------------------------|-----------|
| a. Continuum of Care planning activities                                                                                        | \$ 0      |
| b. UFA costs                                                                                                                    | \$ 0      |
| c. Acquisition                                                                                                                  | \$ 0      |
| d. Rehabilitation                                                                                                               | \$ 0      |
| e. New construction                                                                                                             | \$ 0      |
| f. Leasing                                                                                                                      | \$ 0      |
| g. Rental assistance<br>(of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness) | \$ 162000 |
| h. Supportive services                                                                                                          | \$ 62342  |
| i. Operating costs                                                                                                              | \$ 0      |
| j. Homeless Management Information System                                                                                       | \$ 0      |

|                                                  |          |
|--------------------------------------------------|----------|
| k. Administrative costs                          | \$ 12227 |
| l. Relocation Costs                              | \$ 0     |
| m. Housing relocation and stabilization services | \$ 0     |

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0100L0E071609**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

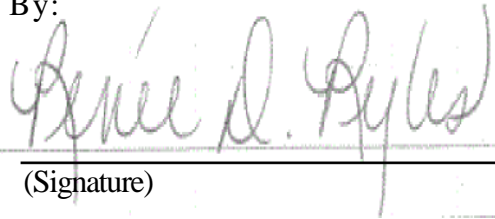
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
| OR0100L0E071609  | Clackamas County      | 10.00%                    | 0                |

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

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

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 10, 2017

(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

April 27, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

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

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | This is a grant renewal from HUD for the purpose of reducing housing barriers and providing rental assistance for permanent housing for homeless individuals and families                                                                                                                                                                                                                                                   |
| <b>Dollar Amount and Fiscal Impact</b> | \$118,209 Revenue                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Funding Source</b>                  | HUD – The grant requires a 25% match of in-kind contribution which is met through Community Development Block Grant (CDBG) funds and in-kind services from area providers. No County General Funds are involved.                                                                                                                                                                                                            |
| <b>Duration</b>                        | July 1, 2017 through June 30, 2018                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Previous Board Action</b>           | The previous agreement was approved by the board on July 14, 2016 (071416-A2).                                                                                                                                                                                                                                                                                                                                              |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.</li> </ol> |
| <b>Contract No.</b>                    | 8277                                                                                                                                                                                                                                                                                                                                                                                                                        |

**BACKGROUND:**

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development’s Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Up to 23 households will be assisted.

The value of this grant agreement is \$118,209. The agreement is effective July 1, 2017 through June 30, 2018. This agreement was reviewed and approved by County Counsel on April 17 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
 Health, Housing and Human Services Department

*Healthy Families. Strong Communities.*



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

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0177L0E071603**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

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

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

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

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

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

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

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

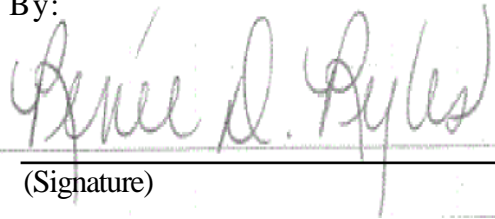
By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).



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

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

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 10, 2017

(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0177L0E071603**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2016 COMPETITION**

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant is \$\_\_118209\_\_, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project’s approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

| <b>Project No.</b> | <b>Performance Period</b> | <b>Total Amount</b> |
|--------------------|---------------------------|---------------------|
| OR0177L0E071603    | 07-01-2017 - 06-30-2018   | \$ 118209           |

Allocated between budget line items as follows:

|                                                                                                                                    |          |
|------------------------------------------------------------------------------------------------------------------------------------|----------|
| a. Continuum of Care planning activities                                                                                           | \$ 0     |
| b. UFA costs                                                                                                                       | \$ 0     |
| c. Acquisition                                                                                                                     | \$ 0     |
| d. Rehabilitation                                                                                                                  | \$ 0     |
| e. New construction                                                                                                                | \$ 0     |
| f. Leasing                                                                                                                         | \$ 0     |
| g. Rental assistance<br>(of which \$ 0 is for short-term and medium-term<br>rental assistance for persons at risk of homelessness) | \$ 31896 |
| h. Supportive services                                                                                                             | \$ 78114 |
| i. Operating costs                                                                                                                 | \$ 0     |
| j. Homeless Management Information System                                                                                          | \$ 0     |

|                                                  |         |
|--------------------------------------------------|---------|
| k. Administrative costs                          | \$ 8199 |
| l. Relocation Costs                              | \$ 0    |
| m. Housing relocation and stabilization services | \$ 0    |

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0177L0E071603**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

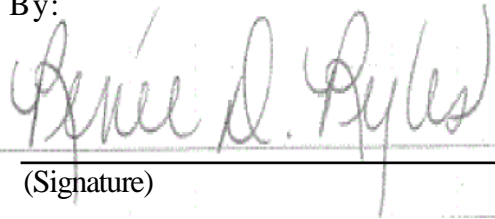
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
| OR0177L0E071603  | Clackamas County      | 8.00%                     | 105,222          |

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

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

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 10, 2017

(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

April 27, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the  
U.S. Department of Housing and Urban Development (HUD),  
Housing Our Families

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | This is a HUD grant which was created by reallocating two previous HUD grants for a new program effort entitled "Housing Our Families"                                                                                                                                                                                                                                                                                      |
| <b>Dollar Amount and Fiscal Impact</b> | \$155,728 revenue                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Funding Source</b>                  | HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance funds                                                                                                                                                                                                                                                                                      |
| <b>Duration</b>                        | October 1, 2017 through September 30, 2018                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Previous Board Action</b>           | None                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division – (503)655-8641                                                                                                                                                                                                                                                                                                                                                           |
| <b>Contract No.</b>                    | 8276                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Background:**

The Social Services Division of the Health, Housing and Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to rapidly re-house literally homeless families with children under 18. It will also provide funding to work with parenting youth and families who are reunifying and expect to have their children returned to their custody within 90 days after housing is obtained. The program intends to serve at least 8 families.

The value of this grant agreement is \$155,728. The agreement is effective October 1, 2017 through September 30, 2018. This agreement was reviewed and approved by County Counsel on April 17, 2017.

**Recommendation:**

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

Respectfully submitted,

Richard Swift, Director,  
Health, Housing and Human Services



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

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0217L0E071500**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

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

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

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

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

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

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;



10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

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

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

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

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

By:



\_\_\_\_\_  
(Signature)

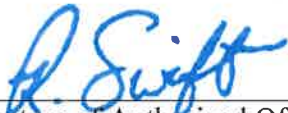
Douglas Carlson, Director  
\_\_\_\_\_  
(Typed Name and Title)

July 13, 2016  
\_\_\_\_\_  
(Date)

**RECIPIENT**

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

By:



\_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, Director  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

8/11/16  
\_\_\_\_\_  
(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0217L0E071500**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_270357\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

| <b>Project No.</b> | <b>Performance Period</b> |
|--------------------|---------------------------|
| OR0217L0E071500    |                           |

Allocated between budget line items as follows:

|                                           |           |
|-------------------------------------------|-----------|
| a. Continuum of Care planning activities  | \$ 0      |
| b. UFA costs                              | \$ 0      |
| c. Acquisition                            | \$ 0      |
| d. Rehabilitation                         | \$ 0      |
| e. New construction                       | \$ 0      |
| f. Leasing                                | \$ 0      |
| g. Rental assistance                      | \$ 178896 |
| h. Supportive services                    | \$ 68353  |
| i. Operating costs                        | \$ 0      |
| j. Homeless Management Information System | \$ 0      |
| k. Administrative costs                   | \$ 23108  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0217L0E071500**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
|------------------|-----------------------|---------------------------|------------------|

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

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

By:



\_\_\_\_\_  
(Signature)

Douglas Carlson, Director  
\_\_\_\_\_  
(Typed Name and Title)

July 13, 2016  
\_\_\_\_\_  
(Date)

**RECIPIENT**

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

By:



\_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, Director  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

8/11/16  
\_\_\_\_\_  
(Date)

**Exhibit 1a**

**Continuum of Care Program Interim Rule**

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

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

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | This is a grant from HUD for the purpose of providing financial support to Clackamas County's Coordinated Housing Access system.                                                                                                                                                                                                                                                                                            |
| <b>Dollar Amount and Fiscal Impact</b> | \$31,928 revenue                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Funding Source</b>                  | HUD – The grant requires a 25% match or in-kind contribution which will be met with CDBG-Housing Rights & Resources funds                                                                                                                                                                                                                                                                                                   |
| <b>Duration</b>                        | July 1, 2017 through June 30, 2018                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Previous Board Action</b>           | The previous agreement was approved by the board on August 11, 2016 (081116-A6).                                                                                                                                                                                                                                                                                                                                            |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division – (503)655-8641                                                                                                                                                                                                                                                                                                                                                           |
| <b>Contract No.</b>                    | 8271                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Background:**

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 16 different homeless housing programs in a centralized manner which is mandated by HUD.

The CC-CHA system has been operating since January 5, 2015. The CC-CHA system uses these funds to answer incoming calls live and ensure that housing referral lists are maintained. During 2016, 600 adults were assessed for services and 572 were eligible for at least one homeless program. There were 160 housing openings resulting in 142 placements and 18 pending placements as of December 31, 2016.

The value of this grant agreement is \$31,928. The agreement is effective July 1, 2017 through June 30, 2018. This agreement was reviewed and approved by County Counsel on April 13, 2017.

**Recommendation:**

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

Respectfully submitted,

Richard Swift, Director,  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)





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

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0218L0E071601**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

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

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

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

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

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

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

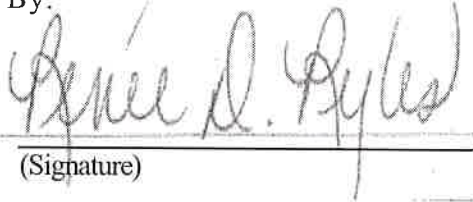
The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

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

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

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

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 10, 2017

(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

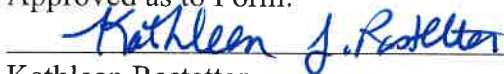
By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Approved as to Form:



Kathleen Rastetter

Assistant County Counsel

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0218L0E071601**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2016 COMPETITION**

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant is \$ 31928, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

| <b>Project No.</b> | <b>Performance Period</b> | <b>Total Amount</b> |
|--------------------|---------------------------|---------------------|
| OR0218L0E071601    | 07-01-2017 - 06-30-2018   | \$ 31928            |

Allocated between budget line items as follows:

|                                                                                                                                    |          |
|------------------------------------------------------------------------------------------------------------------------------------|----------|
| a. Continuum of Care planning activities                                                                                           | \$       |
| b. UFA costs                                                                                                                       | \$ 0     |
| c. Acquisition                                                                                                                     | \$ 0     |
| d. Rehabilitation                                                                                                                  | \$ 0     |
| e. New construction                                                                                                                | \$ 0     |
| f. Leasing                                                                                                                         | \$ 0     |
| g. Rental assistance<br>(of which \$ 0 is for short-term and medium-term<br>rental assistance for persons at risk of homelessness) | \$ 0     |
| h. Supportive services                                                                                                             | \$ 29026 |
| i. Operating costs                                                                                                                 | \$ 0     |
| j. Homeless Management Information System                                                                                          | \$ 0     |

|                                                  |         |
|--------------------------------------------------|---------|
| k. Administrative costs                          | \$ 2902 |
| l. Relocation Costs                              | \$ 0    |
| m. Housing relocation and stabilization services | \$ 0    |

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0218L0E071601**  
**Effective Date: 4/10/2017**  
**DUNS No.: 096992656**

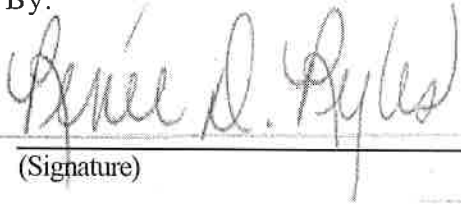
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
| OR0218L0E071601  | Clackamas County      | 10.00%                    | 29,026           |

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

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

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

April 10, 2017

(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

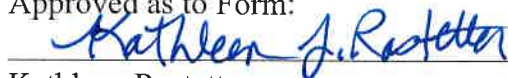
By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Approved as to Form:



Kathleen Rastetter

Assistant County Counsel





MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2016-2017

|                                 |                                                                                                   |
|---------------------------------|---------------------------------------------------------------------------------------------------|
| Purpose/Outcome                 | Supplemental Budget changes for Clackamas County FY 2016-2017                                     |
| Dollar Amount and fiscal Impact | The effect has an increase in appropriation of \$656,825                                          |
| Funding Source                  | State Operating Grants, Charge for Services and Misc. Revenue                                     |
| Safety Impact                   | N/A                                                                                               |
| Duration                        | July 1, 2016-June 30, 2017                                                                        |
| Previous Board Action/Review    | Budget Adopted June 29, 2016 and revised September 29, November 3, December 20 and March 30, 2017 |
| Strategic Plan Alignment        | Build public trust through good government                                                        |
| Contact Person                  | Diane Padilla, 503-742-5425                                                                       |

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Sheriff Fund is recognizing additional training fee and donation revenue and budgeting for program costs and to also better align budget to actual program costs.

The DTD Capital Projects Fund is recognizing interfund transfer revenue from the Countywide Transportation SDC Fund and budgeting for construction costs.

The Clackamas Broadband Utility Fund is recognizing additional connection fee revenue and budgeting for construction costs associated with this program.

The effect of this Resolution is an increase in appropriations of \$656,825 including revenues as detailed below:

|                        |                    |
|------------------------|--------------------|
| State Operating Grants | \$ 33,000.         |
| Charge for Services    | 267,575.           |
| Miscellaneous Revenue  | 6,250.             |
| Interfund Transfers    | <u>350,000.</u>    |
| Total Recommended      | <u>\$ 656,825.</u> |

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . Sheriff's Fund
- . DTD Capital Projects Fund
- . Clackamas Broadband Utility Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 27, 2017**

Recommended items by revenue source:

|                        |                   |
|------------------------|-------------------|
| State Operating Grants | \$ 33,000         |
| Charge for Services    | 267,575           |
| Miscellaneous Revenue  | 6,250             |
| Interfund Transfers    | 350,000           |
| Total Recommended      | <u>\$ 656,825</u> |

**SHERIFF FUND**

|                        |                  |
|------------------------|------------------|
| Revenues:              |                  |
| State Operating Grants | \$ 33,000        |
| Charge for Services    | 17,575           |
| Miscellaneous Revenue  | 6,250            |
| Total Revenue          | <u>\$ 56,825</u> |

|                                      |                  |
|--------------------------------------|------------------|
| Expenses:                            |                  |
| Public Protection                    | \$ (16,375)      |
| Not Allocated to Organizational Unit |                  |
| Special Payment                      | 73,200           |
| Total Expenditures                   | <u>\$ 56,825</u> |

Sheriff Fund is recognizing additional training fee and donation revenue and budgeting for program costs and to also better align budget to actual program costs.

**DTD CAPITAL PROJECTS FUND**

|                    |                   |
|--------------------|-------------------|
| Revenues:          |                   |
| Interfund Transfer | \$ 350,000        |
| Total Revenue      | <u>\$ 350,000</u> |

|                            |                   |
|----------------------------|-------------------|
| Expenses:                  |                   |
| Public Ways and Facilities | \$ 350,000        |
| Total Expenditures         | <u>\$ 350,000</u> |

DTD Capital Projects Fund is recognizing interfund transfer revenue from the Countywide Transportation SDC Fund and budgeting for construction costs.

**CLACKAMAS BROADBAND UTILITY FUND**

Revenues:

|                     |                   |
|---------------------|-------------------|
| Charge for Services | \$ 250,000        |
| Total Revenue       | <u>\$ 250,000</u> |

Expenses:

|                                             |                   |
|---------------------------------------------|-------------------|
| Broadband Utility (Business -type Activity) | \$ 250,000        |
| Total Expenditures                          | <u>\$ 250,000</u> |

Clackamas Broadband Utility Fund is recognizing additional connection fee revenue and budgeting for construction costs associated with this program.



April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2016-2017

|                                 |                                                                                                                  |
|---------------------------------|------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcome                 | Budget change for Clackamas County FY 2016-2017                                                                  |
| Dollar Amount and Fiscal Impact | The effect is an increase in appropriations of \$965,004.                                                        |
| Funding Source                  | Includes Federal and State Operating Grant Revenues, Local Government and Other Agencies and Charge for Services |
| Duration                        | July 1, 2016-June 30, 2017                                                                                       |
| Previous Board Action/Review    | Budget Adopted June 29, 2016 and revised August 18, November 3, December 20 and March 30, 2017                   |
| Strategic Plan Alignment        | Build public trust through good government                                                                       |
| Contact Person                  | Diane Padilla, 503-742-5425                                                                                      |

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Sheriff's Fund is recognizing revenue from Clackamas Women's Services and Tri-Met and budgeting to add a part-time Human Services Assistant for the A Safe Place Family Justice Center and one full-time Lieutenant to oversee Tri-Met police services.

The Children, Youth and Families Fund is recognizing revenue from the Oregon Department of Education and budgeting for program costs and aligning budget to better fit actual costs.

The Public Health Fund is recognizing additional program revenue and budgeting it to align with newly amended grant contract agreements.

The Clackamas Health Centers Fund is recognizing additional Migrant Health Center Grant revenue and budgeting for contract services and computer software purchases associated with enhancement to the Health Centers information system.

The effect of this Board Order is an increase in appropriations of \$965,004 including new revenues as detailed below:

|                                     |                    |
|-------------------------------------|--------------------|
| Federal Operating Grant Revenue     | \$ 463,996.        |
| State Operating Grant Revenue       | 251,865.           |
| Local Government and Other Agencies | 87,898.            |
| Charge for Services                 | <u>161,245.</u>    |
| Total Recommended                   | <u>\$ 965,004.</u> |

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing  
Authorization to Appropriate Grants  
For Specific Purposes within the Fiscal  
Year 2016-17

Resolution No.

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Sheriff's Fund
- . Children, Youth and Families Fund
- . Public Health Fund
- . Clackamas Health Centers Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



## NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A  
April 27, 2017

Recommended items by revenue source:

|                                     |                   |
|-------------------------------------|-------------------|
| Federal Operating Grants            | \$ 463,996        |
| State Operating Grants              | 251,865           |
| Local Government and Other Agencies | 87,898            |
| Charge for Services                 | 161,245           |
| Total Recommended                   | <u>\$ 965,004</u> |

### **SHERIFF FUND**

Revenues:

|                                     |                   |
|-------------------------------------|-------------------|
| Federal Operating Grants            | \$ 217,090        |
| Local Government and Other Agencies | 69,029            |
| Total Revenue                       | <u>\$ 286,119</u> |

Expenses:

|                    |                   |
|--------------------|-------------------|
| Public Protection  | \$ 286,119        |
| Total Expenditures | <u>\$ 286,119</u> |

Sheriff's Fund is recognizing revenue from Clackamas Women's Services and Tri-Met and budgeting to add a part-time Human Services Assistant for the A Safe Place Family Justice Center and one full-time Lieutenant to oversee Tri-Met police services.

### **CHILDREN, YOUTH & FAMILIES FUND**

Revenues:

|                        |                   |
|------------------------|-------------------|
| State Operating Grants | \$ 426,956        |
| Total Revenue          | <u>\$ 426,956</u> |

Expenses:

|                                      |                   |
|--------------------------------------|-------------------|
| Health and Human Services            | \$ (377,423)      |
| Not Allocated to Organizational Unit |                   |
| Special Payments                     | 804,379           |
| Total Expenditures                   | <u>\$ 426,956</u> |

Children, Youth and Families Fund is recognizing revenue from the Oregon Department of Education and budgeting for program costs and aligning budget to better fit actual costs.

**PUBLIC HEALTH FUND**

|                                      |                          |
|--------------------------------------|--------------------------|
| Revenues:                            |                          |
| Federal Operating Grants             | \$ 183,904               |
| State Operating Grants               | (175,091)                |
| Local Government and Other Agencies  | 18,869                   |
| Charge for Services                  | <u>161,245</u>           |
| Total Revenue                        | <u><u>\$ 188,927</u></u> |
| <br>                                 |                          |
| Expenses:                            |                          |
| Health and Human Services            | \$ 243,727               |
| Not Allocated to Organizational Unit |                          |
| Special Payments                     | 13,787                   |
| Contingency                          | <u>(68,587)</u>          |
| Total Expenditures                   | <u><u>\$ 188,927</u></u> |

Public Health Fund is recognizing additional program revenue and budgeting it to align with newly amended grant contract agreements.

**CLACKAMAS HEALTH CENTERS FUND**

|                           |                         |
|---------------------------|-------------------------|
| Revenues:                 |                         |
| Federal Operating Grants  | \$ 63,002               |
| Total Revenue             | <u><u>\$ 63,002</u></u> |
| <br>                      |                         |
| Expenses:                 |                         |
| Health and Human Services | \$ 63,002               |
| Total Expenditures        | <u><u>\$ 63,002</u></u> |

Clackamas Health Centers Fund is recognizing additional Migrant Health Center Grant revenue and budgeting for contract services and computer software purchases associated with enhancement to the Health Centers information system



April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2016-2017

|                                 |                                                                                                  |
|---------------------------------|--------------------------------------------------------------------------------------------------|
| Purpose/Outcome                 | Budget change FY 2016-2017                                                                       |
| Dollar Amount and Fiscal Impact | No fiscal impact. Transfer of existing appropriations.                                           |
| Funding Source                  | Includes Interfund Transfers                                                                     |
| Duration                        | July 1, 2016-June 30, 2017                                                                       |
| Previous Board Action/Review    | Budget Adopted June 29, 2016 and revised August 18, September 29, December 20 and March 30, 2017 |
| Strategic Plan Alignment        | Build public trust through good government                                                       |
| Contact Person                  | Diane Padilla, 503-742-5425                                                                      |

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The County Fair Fund and transferring from contingency and budgeting for repairs needed from water damage to Horning Hall.

The Countywide Transportation SDC Fund is reducing contingency to make an interfund transfer to the DTD Capital Projects Fund for project costs.

The Happy Valley/Clack Joint Transportation Fund is transferring from contingency and budgeting for professional services costs.

The Behavioral Health Fund adjusting its budget to better align with actual costs associated with sub-recipient special payments.

The Facilities Management Fund is reducing contingency to purchase compact trackers for snow removal and other maintenance needs.

The Fleet Services Fund is transferring from repair and maintenance budget to capital outlay to purchase a new vehicle.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
To Transfer Appropriations Within  
the Fiscal Year 2016-17

Resolution No.

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . County Fair Fund
- . Countywide Transportation SDC Fund
- . Happy/Valley/Clack Joint Transportation Fund
- . Behavioral Health Fund
- . Facilities Management Fund
- . Fleet Services Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2016 through June 30, 2017.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

DRAFT

Approval of Previous Business Meeting Minutes:

March 23, 2017

# 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, March 23, 2017 – 10:00 AM**

**Public Services Building**

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

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION**

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

1. Brian Johnson, Gladstone – had questions regarding three road projects.
2. Les Poole, Gladstone – decorum at public meetings.

~Board Discussion~

## **II. PREVIOUSLY APPROVED LAND USE ISSUE** *(No public testimony on this item)*

1. Revision to the Previously Adopted Zoning & Development Ordinance 258 ( ZDO-258) Amendments to the Comprehensive Plan and Zoning and Development Ordinance to Implement the Clackamas Regional Center Connections Project - *previously adopted by the Board on 12-19-16*

Nathan Boderman, County Counsel presented the staff report. ZDO 258 was originally adopted on Dec. 19, 2016. It was discovered that the materials adopted by the Board included the incorrect version of the three maps that were to be part of the adopted ordinance. The purpose of this amended ordinance is to replace the incorrect maps so the adopted ordinance reflects the proposal previously approved by both the Planning Commission and the Board of County Commissioners. Since this item was decided in 2016, Commissioners Humberston and Fischer need to abstain from the vote today.

Chair Bernard asked for a motion to read ZDO-258 by title only.

### **MOTION:**

Commissioner Schrader: I move we read ZDO-258 by title only.

Commissioner Savas: Second.

Clerk to call the poll:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Abstain.

Commissioner Humberston: Abstain.

Chair Bernard: Aye – the motion passes 3-0-2.

Chair Bernard asked Clerk to read ZDO-258 by title, he then asked for a motion to approve the revisions of ZDO-258.

### **MOTION:**

Commissioner Savas: I move we approve the revision of the previously adopted zoning and development ordinance 258, amendments to the comprehensive plan and zoning and development ordinance to implement the Clackamas Regional center connections project as presented today.

Commissioner Schrader: Second.

Clerk to call the poll:  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Commissioner Fischer: Abstain.  
Commissioner Humberston: Abstain.  
Chair Bernard: Aye – the motion passes 3-0-2.

### **III. PUBLIC HEARINGS**

1. **Board Order No. 2017-13** for Boundary Change Proposal CL 16-007, Annexation to Tri-City Service District

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal CL 16-00, Annexation to Tri-City Service District.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

2. **Board Order No. 2017-14** for Boundary Change Proposal CL 17-001, Annexation to Sunrise Water Authority

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

#### **MOTION:**

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal CL 17-001, Annexation to Sunrise Water Authority.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

3. **Board Order No. 2017-15** Approving the Transfer of Property to the City of West Linn Kathleen Rastetter, County Counsel and Lindsey Wilde, Business & Community Services/Property Resources presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.



**MOTION:**

Commissioner Savas: I move we approve the Board Order for Transfer of Property to the City of West Linn.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

**IV. CONSENT AGENDA**

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

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

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

1. Approval of a Subrecipient Grant Agreement with Comprehensive Options for Drug Abusers, Inc. (CODA) for Housing Assistance and Services for Residents in Alcohol and Drug Recovery
2. Approval of a Local Subrecipient Agreement with Todos Juntos for Kindergarten Partnership Innovation Services

**B. Department of Transportation & Development**

1. Approval of Agreement with the City of Molalla to Provide the City with On-Call Planning Services
2. Approval of an Intergovernmental Agreement with the City of Wilsonville Regarding Transfer of Road Authority for Portions of Stafford Road and Advance Road
3. **Board Order No. 2017-16** Designating Maximum Weight Limitations on Island Road and Suter Road

**C. Elected Officials**

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

**D. Administration**

1. **Resolution No. 2017-17** In the Matter of Participation in Funding Activities Oregon Office for Community Dispute Resolution

**E. Business & Community Services**

1. **Board Order No. 2017-18** Approving a Tax Foreclosed Property for Declaration as Surplus and Established Minimum Bid Amount

**F. Public & Government Affairs**

1. **Board Order No. 2017-19** In the Matter of Approving An Extension of the Cable Television Franchise with Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC.

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:58 AM**

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



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY15 Urban Area Security Initiative (UASI)  
Subrecipient Grant Agreement with the City of Milwaukie

|                                        |                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Approving the FY15 Subrecipient Grant Agreement between Clackamas County and the City of Milwaukie allows Milwaukie to receive and/or benefit from UASI grant funds that pass through Clackamas County.                                                                                                                                             |
| <b>Dollar Amount and Fiscal Impact</b> | The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the Subrecipient Grant Agreement, Milwaukie will be eligible to receive \$130,000 in grant funds for an emergency mobile water treatment plant. |
| <b>Funding Source</b>                  | The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.                                                                                                                                                                                                                      |
| <b>Duration</b>                        | The FY15 UASI grant award period is effective from the date of signature by both parties through May 31, 2018.                                                                                                                                                                                                                                      |
| <b>Previous Board Action</b>           | The FY15 UASI Intergovernmental Agreement, which serves as the basis for this agreement, was approved by the Board of County Commissioners during the March 31, 2016 business meeting – agenda item 033116-D1.                                                                                                                                      |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>                                                                                                                                                                              |
| <b>Contact Person</b>                  | Nancy Bush, Director, 503-655-8665                                                                                                                                                                                                                                                                                                                  |
| <b>Contract No.</b>                    | Subrecipient grant agreement 17-029                                                                                                                                                                                                                                                                                                                 |

**BACKGROUND:**

Clackamas County is a signatory to the FY15 UASI Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY15 UASI Subrecipient Grant Agreement with the City of Milwaukie will allow the city to receive \$130,000 in grant funds for an emergency mobile water treatment plant.

The agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Subrecipient Grant Agreement #17-029 between Clackamas County and the City of Milwaukie.

Respectfully submitted,  
Nancy Bush, Director

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 17-029**

Project Name: ***UASI Emergency Mobile Water Treatment Plant***  
Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its  
Department of Disaster Management (COUNTY) and the  
**City of Milwaukie**, an Oregon Municipality (SUBRECIPIENT).

**Clackamas County Data**

Grant Accountant: ***Ed Jones***

Program Manager: ***Sarah Stegmuller Eckman***

Clackamas County – Finance

Clackamas County – Disaster Management

2051 Kaen Road

2200 Kaen Road

Oregon City, OR 97045

Oregon City, OR 97045

503-742-5410

503-650-3381

[tonih@clackamas.us](mailto:tonih@clackamas.us)

[sarahste@clackamas.us](mailto:sarahste@clackamas.us)

**Subrecipient Data**

Finance/Fiscal Representative: ***Kelli Tucker***

Program Representative: ***Ronelle Sears***

City of Milwaukie, Accounting and Contract Specialist

City of Milwaukie, Public Works Supervisor

10722 SE Main Street

10722 SE Main Street

Milwaukie, OR 97222

Milwaukie, OR 97222

503-786-7523

503-786-7615

[tuckerk@milwaukieoregon.gov](mailto:tuckerk@milwaukieoregon.gov)

[searsr@milwaukieoregon.gov](mailto:searsr@milwaukieoregon.gov)

DUNS: 786622688

**URBAN AREA SECURITY INITIATIVE (UASI)**

THIS Intergovernmental (Agreement) between Clackamas County, Oregon (COUNTY) and the City of Milwaukie (SUBRECIPIENT) is entered into pursuant to the authority granted in Oregon Revised Statutes (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, mitigate, 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 \$3,000,000 in Fiscal Year 2015 to the State of Oregon (“State”), acting by and through the Oregon Military Department, Office of Emergency Management (“OEM”) for distribution of \$2,576,060 to the Portland Urban Area (“PUA”); and

WHEREAS, the State awarded UASI Grant #15-170 to the City of Portland, Bureau of Emergency Management (“PBEM”) for Fiscal Year 2015 in the amount of \$2,579,060, a copy of which is attached to this Agreement and incorporated herein as Attachment 1; and

WHEREAS, UASI Grant #15-170 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 PBEM's application process in 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, COUNTY is required to make periodic reports to PBEM, the Grant Administrator, regarding the expenditure of the UASI grant funds and will use PBEM-developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, SUBRECIPIENT is required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.008, PBEM Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization ("RDPO") is the designated organization in the PUA that serves in the capacity of Urban Area Work Group ("UAWG") to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the "Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)", Attachment 2; and

WHEREAS, COUNTY is required to follow PBEM-developed procurement, delivery, reimbursement, and reporting procedures, to ensure compliance with all terms of the award, and is obligated to coordinate with and obtain similar assurances from SUBRECIPIENT.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

#### **AGREEMENT**

- 1. Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective from the date both parties have signed and shall be terminated on **May 31, 2018**, unless sooner terminated or extended pursuant to the terms hereof.
- 2. Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State awarded UASI Grant #15-170 (Federal award date: August 13,) that is the source of the grant funding, in addition to compliance with requirements of 2 *Code of Federal Regulations* (CFR), Part 200, 2 CFR Part 215, 2 CFR Part 225, CFR Part 230, CFR Part 200 Appendix XI. A copy of that grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Homeland Security Grant Program - UASI (CFDA 97.067)** issued to the COUNTY by the City of Portland, through its Bureau of Emergency Management. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$130,000.00**.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$130,000 in Federal Funds have been obligated to COUNTY on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) SUBRECIPIENT certifies that is has read the award conditions and certifications for UASI Grant #15-170; including Exhibits A, B, C and D and 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) SUBRECIPIENT will comply with all City of Portland and State of Oregon 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: 2 CFR 200 (State and Local Governments)
    - 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: 2 CFR 200 Appendix XI.
  - c) SUBRECIPIENT will comply with all City of Portland and State of Oregon procurement requirements, including the 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) SUBRECIPIENT agrees that all equipment, supplies, and services procured by the COUNTY are as described in the approved grant budget documents.
  - e) SUBRECIPIENT agrees that regardless of how it is procured, all equipment and supplies purchased shall be owned by SUBRECIPIENT until disposition takes place. SUBRECIPIENT shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
  - f) SUBRECIPIENT agrees 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 grant, 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 on an annual basis, using PBEM’s Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th. **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. Additionally, all equipment must have a sticker affixed that visibly states: “Purchased with funds provided by the U.S Department of Homeland Security.”** All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR 200 Subparts A-D and 2 CFR 200 Appendix XI. 2 CFR 200 Appendix XI compliance supplement on transfer and disposition reporting can be found on the Whitehouse website: <http://www.whitehouse.gov/omb/circulars/>. SUBRECIPIENT shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, prolong its useful life and be maintained in good working condition at all times.
  - h) Any request or invoice SUBRECIPIENT submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.
  - i) SUBRECIPIENT understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
  - j) SUBRECIPIENT will not deviate from the items listed in the approved grant budget documents without first securing written approval from the COUNTY.
  - k) In all publications created with funding under this grant, SUBRECIPIENT shall prominently include 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) All of SUBRECIPIENT’s financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the SUBRECIPIENT 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. 2 CFR 200.333-337
- m) SUBRECIPIENT will obtain a copy of 2 CFR 200 Subparts A-D, and will apprise itself of all rules and regulations set forth.
- n) SUBRECIPIENT will not 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) SUBRECIPIENT will comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certifies that it is registered with the State as being NIMS compliant.
- p) SUBRECIPIENT will comply with all applicable federal, state, and local environmental and historic preservation requirements and provide information requested to ensure compliance with applicable laws.
- q) SUBRECIPIENT agrees to timely comply with all reporting obligations required by this agreement.
- r) SUBRECIPIENT agrees to provide the COUNTY with Performance, Equipment Inventory, and Audit Reports when required by the COUNTY and in the form required by the COUNTY.
- i. Performance reports are due to PBEM on a quarterly basis: April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
  - ii. Equipment Inventory Reports are due to the COUNTY on an annual basis, on June 30th of each year.
  - iii. Results of SUBRECIPIENT's 2 CFR 200.21 report are due to the COUNTY fifteen (15) days after the SUBRECIPIENT's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have Single Audit, as provided in 2 CFR 200 Subpart F. A copy of 2 CFR 200 Appendix XI Single Audit compliance requirements can be found at <http://www.whitehouse.gov/omb/circulars>.
- s) SUBRECIPIENT agrees to comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).
- t) SUBRECIPIENT agrees to comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
- u) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures



required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- v) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- w) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- x) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- y) **Match.** Matching funds are not required for this Agreement.
- z) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- aa) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- bb) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit C for each period (quarterly, and final) during the term of this Agreement. SUBRECIPIENT may submit same report to COUNTY as is provided to PBEM.
- cc) **Specific Conditions.** SUBRECIPIENT agrees to allow PBEM to conduct the procurement on behalf of SUBRECIPIENT for all items specified in the Program Budget (Exhibit A).
- dd) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all performance and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this agreement.
- ee) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- ff) **Lobbying.** SUBRECIPIENT certifies that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352.
- gg) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have

access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- hh) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- ii) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for State of Oregon Grant #15-170, 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 Clackamas County, as grantee, under those grant documents.
- jj) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to terminate this relationship including the original agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.

- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted through the City of Portland.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

#### 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees, the State of Oregon, OEM, the City of Portland and their officers, employees and members" as additional insured respective to this award.
- 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.

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

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

NAME

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

By: \_\_\_\_\_  
NAME, TITLE

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved to Form:

By: \_\_\_\_\_  
County Counsel

Dated: \_\_\_\_\_

EXHIBITS:

- Exhibit A: SUBRECIPIENT Program Budget
- Exhibit B: Congressional Lobbying Certificate
- Exhibit C: Quarterly/Final Performance Reporting
- Exhibit D: Equipment Inventory Reporting Form

Exhibit A: SUBRECIPIENT Program Budget

| Item # | Item                                   | Original Budget | Contact Name  | Contact email                                                              | Contact Phone Number |
|--------|----------------------------------------|-----------------|---------------|----------------------------------------------------------------------------|----------------------|
| 022    | Emergency Mobile Water Treatment Plant | \$130,000       | Ronelle Sears | <a href="mailto:searsr@milwaukieoregon.gov">searsr@milwaukieoregon.gov</a> | (503) 786-7615       |

**EXHIBIT B: CONGRESSIONAL LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

---

Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date



### **Exhibit C: Quarterly/Final Performance Reporting**

SUBRECIPIENT will report quarterly to Portland Bureau of Emergency Management (PBEM) using the form located at the following link: <http://tinyurl.com/htmtxm6>.

Reports will be due on April 15, July 15, October 15, and January 15 until the project is complete (e.g. all funds have been spent and final invoice has been submitted).

SUBRECIPIENT will receive a reminder and a link to the reporting form directly from PBEM shortly before the due dates.

## EXHIBIT D: EQUIPMENT INVENTORY REPORTING FORM

### Instructions for completing PBEM Urban Areas Security Initiative Equipment Inventory Report

#### General Instructions

---

This is the standard form to be used by sub-grantee to provide detailed item information in connection with required reports of tangible property under the UASI grants. ***Equipment means tangible non-expendable personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Note that this report is due, October 1<sup>st</sup> of each year.***

**Sub-Grantees** Enter the name of the entity that was party to the Sub-Grantee Award Agreement

**Grant #** Enter the unique UASI grant number assigned to the project

**Submitted by** Enter the name of the point of contact for the project or the person responsible for compiling the report

**No reportable Equipment was purchased with this grant** Select the checkbox if the statement applies. If selected, submit the report, not further action in needed

**Asset Tag#** Enter the unique asset tag number assigned to the individual unit. This number is sub-grantee created

**Asset Description** Provide a brief description of the item

**Condition Code** Enter the application condition code from the following list:

| Code | Description                                                                                                                                |
|------|--------------------------------------------------------------------------------------------------------------------------------------------|
| A.   | Excellent. Property that is in new condition or unused condition and can be used immediately w/o modification or repairs                   |
| B.   | Usable. Property which shows some wear, but can be used without significant repair                                                         |
| C.   | Repairable. Property which is unusable in its current condition but can be economically repaired                                           |
| X    | Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical |
| S    | Scrap. Property which has no value except for its basic material content                                                                   |

**Serial #** Enter the manufacturer's serial number, model number stock number, or other identification number

**Location of Asset** Enter the physical address where the asset is kept or used

**Acquisition Cost** Enter the purchase price of the asset

**Match Cost** Enter the sub-grantee cost share contribution, if applicable

**Date Acquired** Enter the date the item was acquired by the sub-grantee





| Asset Tag # | Asset Description | Code | Serial # | Location of Asset | Acquisition Cost | Match Cost | Date Acquired |
|-------------|-------------------|------|----------|-------------------|------------------|------------|---------------|
|             |                   |      |          |                   |                  |            |               |
|             |                   |      |          |                   |                  |            |               |
|             |                   |      |          |                   |                  |            |               |
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|             |                   |      |          |                   |                  |            |               |
|             |                   |      |          |                   |                  |            |               |
|             |                   |      |          |                   |                  |            |               |
|             |                   |      |          |                   |                  |            |               |
|             |                   |      |          |                   |                  |            |               |
|             |                   |      |          |                   |                  |            |               |

*I certify to the best of my knowledge that all the information on this form is complete and correct and that the equipment listed was purchased with fiscal year 2016 Urban Area Security Initiative (UASI) grant funds and are prominently marked "Purchased with funds from the U.S Department of Homeland Security".*

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Order Approving the Transfer of the Cable Television Franchise  
of Government Camp Cable, Inc. to Mt. Hood Management, LLC,  
dba Government Camp Communications

|                                        |                                                                                                                                                                                              |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcome</b>                 | Transfer of the renewed Cable Television Franchise of Government Camp Cable, Inc. to Mt. Hood Management, LLC, dba Government Camp Communications.                                           |
| <b>Dollar Amount and Fiscal Impact</b> | N/A                                                                                                                                                                                          |
| <b>Funding Source</b>                  | N/A                                                                                                                                                                                          |
| <b>Duration</b>                        | Effective April 27, 2017 through April 26, 2027.                                                                                                                                             |
| <b>Previous Board Action/Review</b>    | The original franchise was approved for a ten (10)-year agreement by the BCC in October 2006. In October 2016, the franchise was extended for six months to conclude franchise negotiations. |
| <b>Strategic Plan Alignment</b>        | Building public trust through good government.                                                                                                                                               |
| <b>Contact Person</b>                  | Gary Schmidt, Public and Government Affairs, 503-742-5908                                                                                                                                    |

**BACKGROUND:**

The County included and consulted with Mt. Hood Management, LLC during the negotiations with Government Camp Cable, Inc. to renew the Cable Television Franchise. Mt. Hood Management, LLC will be doing business as Government Camp Communications. They will be providing services to residents in unincorporated Clackamas County under the same franchise agreement and same terms as Government Camp Cable, Inc.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the transfer of the Cable Television Franchise with Government Camp Cable to Mt. Hood Management, LLC, dba Government Camp Communications. County Counsel has reviewed and approved the attached Board Order.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

In the matter of an Application by  
Government Camp Cable, Inc. For  
Consent to a Transfer of Control to  
Mt. Hood Management, LLC, dba,  
Government Camp Communications

ORDER NO.

Page 1 of 2

This matter coming on at this time to be heard, and it appearing that Government Camp Cable, Inc. has submitted an application to approve a transfer of the Franchise serving Clackamas County to Mt. Hood Management, LLC, dba Government Camp Cable in order to provide cable television service utilizing Clackamas County rights-of-way for the operation of the cable television system, and

It further appearing that Grantee has filed with Clackamas County a completed Federal Communications Commission (FCC) Form 394, and has requested consent by Clackamas County to the transfer, and that it would be in the best interest of the people of Clackamas County to approve such transfer;

Federal law and Section 3.6 of the Franchise authorizes the County to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented to Grantee and Mt. Hood Management, LLC to determine the impact on Grantee's ability to perform the Franchise obligations based on legal, financial, and technical qualifications of Mt. Hood Management, LLC. Section 3.6 also authorizes the County to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial and technical framework provided by Grantee and federal law.

NOW THEREFORE, IT IS HEREBY ORDERED approval of the transfer of the Franchise from Government Camp Cable, Inc. to Mt. Hood Management, LLC shall be effective immediately pursuant to the terms and conditions filed on FCC Form 394 by Grantee, and the area served by them in unincorporated Clackamas County, pursuant to Ordinance No. \_\_\_\_\_-2017, and be subject to the following conditions:

- (a) The Government Camp Cable, Inc. sale to Mt. Hood Management, must close with all material terms substantially consistent with the information provided to Clackamas County.
- (b) The continued operation of the cable system, under all the terms of the Franchise and effective for the same term as set forth under Ordinance \_\_\_\_\_-2017; and
- (c) Grantee under the control of Mt. Hood Management, LLC, agrees to remedy any franchise non-compliance issues, including any underpayment of franchise and PEG fees (if applicable) by Grantee, regardless of whether such non-compliance issues are discovered prior to or following the close of the sale. Mt. Hood Management, LLC shall remain responsible for any and all Franchise requirements (including but not limited to payment of Franchise fees and other amounts due under the Franchise, and indemnification of the County as provided in the

In the matter of an Application by  
Government Camp Cable, Inc. For  
Consent to a Transfer of Control to  
Mt. Hood Management, LLC, dba,  
Government Camp Communications

ORDER NO.

Page 2 of 2

Franchise) and non-compliance issues under the Franchise or any obligation that may now exist or may later be discovered to have existed during the term of the Franchise, even if prior to the closing of the sale.

- (d) As described in the Franchise Section 8.2, Mt. Hood Management, LLC, will provide and maintain a faithful performance bond in a form acceptable to the County in the amount of \$10,000, to secure the payment of franchise fees and any penalties, throughout the term of the franchise.
- (e) Provision of current contact information for notice recipients under Section 12.13 of the Franchise; and
- (f) County's consent to the transfer of control shall not be construed to constitute a waiver or release of any rights it may have under the Franchise and any separate written agreements with Grantee and Grantee's lawful successors.
- (g) Mt. Hood Management, LLC acknowledges these conditions of approval of the transfer of control in writing in a form and by a date acceptable to the County.

DATED this \_\_\_\_\_ day of April, 2017.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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





April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Order Approving the Renewal of the Cable Television  
Franchise Agreement for Use of the County Rights-of-Way  
By Government Camp Cable, Inc.

|                                        |                                                                                                                                                                                              |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcome</b>                 | Approve the renewal of the cable television franchise agreement for a ten (10)-year term.                                                                                                    |
| <b>Dollar Amount and Fiscal Impact</b> | N/A                                                                                                                                                                                          |
| <b>Funding Source</b>                  | N/A                                                                                                                                                                                          |
| <b>Duration</b>                        | Effective April 27, 2017 through April 26, 2027.                                                                                                                                             |
| <b>Previous Board Action/Review</b>    | The original franchise was approved for a ten (10)-year agreement by the BCC in October 2006. In October 2016, the franchise was extended for six months to conclude franchise negotiations. |
| <b>Strategic Plan Alignment</b>        | Building public trust through good government.                                                                                                                                               |
| <b>Contact Person</b>                  | Gary Schmidt, Public and Government Affairs, 503-742-5908                                                                                                                                    |

**BACKGROUND:**

The County has concluded negotiations with Government Camp Cable, Inc., with terms and conditions for use of the County’s rights-of-way to provide a cable communications system to residents in unincorporated Clackamas County. A map of the area to be served is represented as Exhibit A in the Franchise Agreement. Government Camp Cable will pay franchise fees, the same as other cable providers, of 5% of gross revenues.

Provisions of the Franchise Agreement include broadcast of up to four (4) Public, Educational and Government (PEG) Access Channels with additional channels, upon demonstrating that PEG channel programming levels meet defined levels and after public hearing to a maximum total of six (6) Access Channels, when expansion criteria for channel capacity is met. Also, included are customer service standards and interconnection requirements with all other contiguous cable systems in Clackamas County.

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Staff Report – Government Camp Cable Franchise  
April 27, 2017

In addition, Government Camp Cable agrees to provide Institutional Network connections for public facilities in the franchise area which may be upgraded to fiber optic connections as they become available. Government Camp Cable has also agreed to provide cable and internet services to public facilities within the franchise area without charge (as defined in section 6.7) and support PEG and I-Net Access with a monthly contribution of \$1.00 per subscriber.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Cable Television Franchise Renewal Agreement with Government Camp Cable for a term of ten (10) years from the effective date of April 27, 2017. County Counsel has reviewed and approved the attached Board Order.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

In the Matter of a Renewal  
Of the Cable Television  
Franchise Agreement For Use of the  
County Rights-of-Way By  
Government Camp Cable, Inc.

ORDER NO.

This matter coming on at this time, and it appearing that Government Camp Cable, Inc. has been providing cable television service utilizing the County rights-of-way pursuant to a franchise agreement, Board Order No. 2006-468 that expires on April 30, 2017; and

It further appearing that the County and Government Camp Cable, Inc. have conducted negotiations as provided by federal law concerning the franchise renewal; and

It further appearing that the issuance of a renewal subject to the terms and conditions of the attached Franchise Agreement would be in the best interests of the citizens of the County;

NOW, THEREFORE, IT IS HEREBY ORDERED that the attached Franchise Agreement be approved and executed, and be subject to the terms and conditions as specified in the Agreement for a term of ten (10) years as specified in Section 3.3.

DATED this \_\_\_\_\_ day of April, 2017.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT**

**Between**

**CLACKAMAS COUNTY, OREGON**

**And**

**GOVERNMENT CAMP CABLE, INC.,**

**AN OREGON PARTNERSHIP**

**March 2017**

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## 1. PURPOSE AND INTENT

- 1.1 Clackamas County, Oregon (hereafter Grantor), as authorized to and by this Franchise Agreement, does grant to Government Camp Cable, Inc., an Oregon Partnership (hereafter Grantee) a non-exclusive ten (10) year franchise, revocable as provided herein, to construct, operate and maintain a cable communications system in the franchise area designated in Exhibit A, comprised of a portion of the area within the unincorporated territory of the Grantor.
- 1.2 The purpose of this franchise agreement is to create a binding, enforceable contract between Grantor and Grantee.

## 2. DEFINITIONS

For the purposes of this franchise agreement and all attachments included hereto, the following words, terms, phrases, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words used in this franchise which are not defined hereunder but defined in the Cable Communications Policy Act of 1984, as amended by the Cable Communications Policy Act of 1992, (Cable Act) shall have the meaning specified in the Cable Act definition.

- a. "Access Channel" or "Community Access" or "Public, Educational or Government Access (PEG) Channel" means the availability for use by various agencies, institutions, organizations, groups and individuals in the community, including the County and its designees, of the Cable System to acquire, create, and distribute non-commercial Programming not under the Grantee's control.
- b. "Addressability" means the capability of the cable system to provide programming to specific subscribers on a per program, program package, and premium channel basis without the need for a major system upgrade to activate the capability. An upgrade that requires only the installation of a piece or pieces of equipment between the point at which a subscriber's drop line connects to the system and the point at which the drop connects to the subscriber's television receiver shall not be considered a major system upgrade.
- c. "Affiliate" when used in relation to any person, who owns or is controlled by, or is under common ownership or control with, such person.



- d. "Availability of Service" means the ability of a subscriber to obtain a service within 60 days by requesting the service and paying applicable installation and/or usage charges.
- e. "Basic Cable Service" means that tier of cable service which is required as a condition of access to all other video services and which includes but is not limited to a) the retransmission of local broadcast station signals, and b) public, educational and government access channels.
- f. "Broadcast Signal" means a television or radio signal that is transmitted over-the-air to a wide geographic audience and is received by the cable communications system off-the-air, whether by microwave link, by satellite receiver, or by other means.
- g. "Cable Act" means collectively the federal Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunication Act of 1996, as amended.
- h. "Cablecast Signal" means a non-broadcast signal that originates within the facilities of the cable communications system, or the facilities of a third party providing programming through the facilities of the cable operator.
- i. "Cable Communications System" or "Cable System" or "System" shall have the meaning specified in the definition of "Cable System" in the Cable Act. In every case of its use in this franchise, unless otherwise specified, the term shall refer to the cable system constructed and operated by the Grantee in Clackamas County under this franchise.
- j. "Cable Operator" means any person or group of persons (A) who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.
- k. "Cable Service" means-- (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- l. "Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by

regulation). "Standard Television Channel" means a 6 MHz portion of the frequency spectrum, capable of carrying one or more video channels based on the transmission format and the amount of signal compression.

- m. "Commercial Subscriber" means a subscriber receiving cable services in a business or other commercial enterprise, where the services are to be used primarily in conjunction with the enterprise and the rates for services are individually negotiated with the subscriber.
- n. "Converter" means a device for changing the frequency of a television signal. A set-top converter changes the frequency of the mid-band, superband, or hyperband signals to a suitable channel, or other format, which the television receiver is able to tune.
- o. "FCC" means the Federal Communications Commission.
- p. "Franchise" or "Franchise Agreement" or "Agreement" means an initial authorization, or renewal thereof (including renewal of an authorization which has been granted subject to Section 626 of the Cable Act), issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system. Unless otherwise specified, "Franchise" shall designate this agreement, including all referenced material, adopted in the appropriate manner by the Grantor.
- q. "Franchise Area" means all portions of the unincorporated area of Clackamas County covered under this agreement which are designated in Exhibit A.
- r. "Government Camp" shall mean Government Camp Cable, Inc. its agents and assignees.
- s. "Grantee" or "Franchisee" means Government Camp Cable, Inc., an Oregon Partnership and the lawful successors, transferees, or assignees thereof.
- t. "Grantor" means Clackamas County, a political subdivision of the State of Oregon.
- u. "Gross Receipts" means gross revenues less any bad debts.
- v. "Gross Revenues" means all amounts earned by the Grantee, or any entity that constitutes a "cable operator" under the Cable Act definition, in whatever form and from all sources, derived from the operation of the Cable System

within the Clackamas County Franchise Area. "Gross Revenues" shall include, without limitation, amounts for all Cable Services, premium services, advertising, commissions on sales of goods or services by third parties utilizing the Cable System (e.g. home shopping networks), installations, leasing, renting or selling of system capacity, or other services using the Cable System, and all other revenues derived from the operation of Grantee's Cable System regardless of whether initially recorded to another entity and however characterized.

Gross revenues shall also include any amounts received or earned by any Affiliate of the Grantee in whatever form and from all sources, derived from the operation of the Cable System within the Franchise Area, including amounts for Cable services, premium services, advertising, commissions on sales of goods or services by third parties utilizing the Cable System (e.g. home shopping networks), installations, leasing, renting, or selling of system capacity and all other revenues derived from the operation of the Cable System.

In the event that Federal or state law permits the Grantee to provide non-video services to Subscribers (such as, but not limited to, telephone communications) through the facilities of the Cable System, and the Grantor has the legal/regulatory authority to collect a franchise fee on such services, then the franchise fee on revenues derived by the Grantee from such services shall be at the same rate as paid to the Grantor by other providers of the same services using the public rights-of-way.

"Gross Revenues," however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues.

- w. "Institutional Service" means video, audio, data and other services provided to institutional subscribers on an individual application, private channel basis. These services may include, but are not limited to, two-way video, audio or digital signals among institutions, or between institutions and residential subscribers.
- x. "Institutional Network" means that part of a cable communications network designed principally for the provision of non-entertainment, interactive services to businesses, schools, public agencies or other non-profit agencies for use in connection with the ongoing operations of such institutions.
- y. "Institutional Subscriber" means a place of business, public agency, school or non-profit corporation receiving institutional services on the institutional subscriber network.

- z. "Interactive Services" means services provided to subscribers where the subscriber either (a) both receives information consisting of either television or other signals and transmits signals generated by the subscriber or equipment under the subscriber's control for the purpose of selecting what information shall be transmitted to the subscriber or for any other purpose; or (b) transmits signals to any other location for any purpose.
- aa. "Leased Channel" means any channel or portion of a channel available for programming by persons or entities other than Grantee for a fee or charge.
- ab. "Local Origination Channel" means any channel or portion of a channel where the Grantee is the only designated programmer, or has delegated programming to a third party, and which is used to provide television programs to subscribers.
- ac. "Monitoring" means observing a one way communications signal, or the absence of a signal, where the observer is neither the subscriber nor the programmer, whether the signal is observed by visual or electronic means, for any purpose whatsoever.
- ad. "Non-Broadcast Signal" means a signal that is transmitted by the cable communications system and that is not involved in an over-the-air broadcast transmission path.
- ae. "Open Channel" means any channel that can be received by all subscribers having cable-ready television sets, without the necessity of special descrambling or decoding equipment.
- af. "Pay Channel" or "Premium Channel" means a channel on which television signals are delivered to subscribers for a special fee or charge over and above the regular charges for standard subscriber service, on a per program, per channel, or other subscription basis.
- ag. "Person" means any corporation, partnership, proprietorship, individual, organization, or other entity authorized to do business in the State of Oregon, or any natural person.
- ah. "Programmer" means any person or entity who or which produces or otherwise provides program material or information for transmission by video, audio, digital or other storage methods or media, to subscribers, by means of the cable communications system.
- ai. "Programming" means the process of causing television programs or other patterns of signals in video, voice or data formats to be

transmitted on the Cable System, and includes all programs or patterns of signal transmitted or capable of being transmitted, on the Cable System.

- aj. "Record" means written or graphic materials, however produced or reproduced, or any other tangible permanent record, including, without limitation, all letters, correspondence, memoranda, minutes, notes, summaries or accounts of telephone conversations, opinions or reports of consultants or experts, invoices, billings, statements of accounts, studies, appraisals, analyses, contracts, agreements, charts, graphs, magnetic and laser disk files, and photographs, to the extent related to the enforcement or administration of this Franchise.
- ak. "Resident" means any natural person residing within the franchise area.
- al. "Residential Service" means services delivered on the residential subscriber network.
- am. "Residential Subscriber" means a resident who receives services on the residential subscriber network.
- an. "Residential Network" means a cable communications network designed principally for the delivery of entertainment, informational, community access or interactive services to individual dwelling units.
- ao. "School" means any public educational institution, including primary and secondary schools, community colleges, colleges, universities and extension centers, and all similarly situated private and parochial educational institutions which have received the appropriate accreditation from the State of Oregon and, where required, from other authorized accrediting agencies.
- ap. "Section" means any section, subsection or provision of this franchise agreement.
- aq. "Streets and Public Ways" means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the franchise area, and any easements, rights of way or other similar means of access to the extent Grantor has the right to allow Grantee to use them.
- ar. "Subscriber" means any person who elects to subscribe to, for any purpose, a service provided by the Grantee by means of, or in connection with, the cable communications system whether or not a

fee is paid for such service.

- as. "Tapping" means observing a two-way communications signal exchange where the observer is neither of the communicating parties, whether the exchange is observed by visual or electronic means, for any purpose whatsoever.
- at. "Year" means a full twelve-month calendar year, unless designated otherwise, such as a "fiscal year".

### **3. GRANT OF FRANCHISE**

#### **3.1 Grant**

Grantor hereby grants to the Grantee a non-exclusive, revocable franchise for a ten (10) year period from and after the effective date hereof, revocable as provided herein to construct, operate and maintain a cable system within the franchise area. This franchise constitutes the authority, right, privilege and obligation to provide cable services over the cable system as required by the provisions of this franchise agreement. This franchise is subject to the laws of the United States and the State of Oregon, and to the general codes of the Grantor affecting matters of general county concern and not merely existing contractual rights of Grantee, whether now existing or hereinafter enacted. In particular this Franchise supersedes any of Grantor's Ordinances in any matter in which the Franchise and the Ordinance are in conflict. The Grantor shall make a good faith effort to notify the Grantee of any County proceedings which would substantially affect the Grantee's operations, and shall upon request supply the Grantee with copies of any County laws or regulations affecting Grantee's operations.

Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement, that any Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

#### **3.2 Use of Public Streets and Ways**

For the purpose of constructing, operating and maintaining a cable communications system in the franchise area, the Grantee may erect, install, audit, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the public streets and ways within the franchise area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other

property and equipment as are necessary, convenient and appurtenant to the operation of the cable communications system. Prior to construction or alteration, however, the Grantee shall in each case file plans as required with the appropriate agencies of Grantor and in accordance with any agreements with utility providers and companies, pay applicable fees, and receive approval as necessary before proceeding. Nothing in this section shall relieve the Grantor of the obligations of Section 4.5 regarding the trimming of trees and other vegetation.

Grantee, through this Agreement, is granted extensive and valuable rights to operate its Cable System for profit using Grantor's public rights-of-way and public utility easements within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, Grantor is entitled to fair compensation to be paid for these valuable rights throughout the term of this Agreement.

### **3.3 Duration and Effective Date of Franchise**

Except as otherwise provided herein for revocation, or early termination in accordance with Section 4.1, 11.1 and 13.13, the term of this franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years from the effective date of this agreement, at which time the franchise shall expire and be of no force and effect. The effective date of the franchise shall be April 20, 2017 unless the Grantee fails to file the Franchise acceptance in accordance with Section 3.8 herein, in which event this Franchise shall be null and void.

During the six-month period beginning five (5) years after the effective date of this Franchise, the Grantor and Grantee shall undertake a review of Grantee's system and performance to date, in order to determine whether the Franchise should continue in effect for the full ten (10) year term or should terminate early at the end of five (5) years from the effective date. The Grantor may terminate the Franchise early if the Grantee has been guilty of a pattern of material violations of the Franchise; refuses by the end of the six-month period to make provision for the effective resolution of any evident patterns of customer service problems unanticipated in provisions of the Franchise; or, if requested by ordinance of the Grantor's County Commission, declines to agree within 180 days thereafter to complete, by the end of the fifth (5<sup>th</sup>) year of the Franchise, an upgrade or rebuild of the system such that the system as upgraded or rebuilt will be reflective of:

- a. The non-experimental state of the art of cable communications systems, in technical capacity and proven performance; and
- b. General parity of overall cable service with the most advanced non-experimental cable service provided in the Portland metropolitan area.

Any proposal by the Grantor to terminate the Franchise early shall be subject to the same procedural requirements as for a revocation under Section 11.1 hereof. If the Grantor does not terminate the Franchise early as provided herein, the Franchise shall continue for its full ten (10) year term.

### **3.4 Franchise Area**

The franchise area shall be that area designated on the attached map, Exhibit A. Any future extensions of franchise area must be approved by the Board of Commissioners, as an amendment to this franchise. Any expansion area beyond that shown in Exhibit A, as granted must include terms for initiation of construction within twelve (12) months and coverage of area with complete service availability by eighteen (18) months after initial construction.

### **3.5 Franchise Not Exclusive**

The franchise granted herein is not exclusive. This franchise shall not be construed as any limitation upon the right of the Grantor, through its proper officers, to grant to other persons or corporations, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other streets and public ways or public places by franchise, permit or otherwise subject to the provisions of Section 13.11 herein.

### **3.6 Franchise Non-Transferable**

This franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

If the Grantee wishes to transfer this franchise, the Grantee and Grantor shall proceed pursuant to Section 617 of the Cable Act and related rulemakings of the FCC. In any event, Grantee shall give Grantor written notice of the proposed transfer, and shall request consent of the transfer by the Grantor. For the purpose of determining whether it will consent to such transfer, Grantor may inquire into the qualifications of the prospective transferee to perform the obligations of the Grantee under this franchise agreement. The Grantee shall assist Grantor in any such



inquiry, and shall provide all information requested in writing by the Grantor that is reasonably necessary to determine the legal, financial and technical qualifications of the proposed transferee in order to determine whether it will consent to the proposed transfer.

In cases where the Grantor finds it inappropriate to give unconditional consent to the proposed transfer, the Grantor may offer its consent upon such terms and conditions as it deems appropriate, related to the qualifications of the prospective transferee to perform the obligations of the Grantee under this franchise. Consent to the transfer shall not be unreasonably withheld. Any transfer of ownership affected without the written consent of the Grantor shall render this franchise subject to revocation. The Grantor shall have one hundred and twenty (120) days to act upon any request for approval of a transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and by the Grantor. If the Grantor fails to render a final decision on the request within said one hundred and twenty (120) days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within thirty (30) days thereafter file with the Grantor a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such sale, lease, mortgage, assignment or transfer, certified and sworn to as correct by the Grantee.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall within thirty (30) days after the same shall have been made, file such certified copy as is required.

The requirements of this section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a cable communications system of the Grantee or any affiliate of the Grantee. However, the cable communications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this franchise.

The requirements of this section shall not be deemed to prohibit sale of tangible assets of the cable system in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is cable system operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an affiliate a majority of whose

beneficial ownership is held by a parent of the Grantee.

### **3.7 Change in Control**

The Grantee shall promptly notify the Grantor of any proposed change in, transfer of, or acquisition by any other party of control of the Grantee. If beneficial ownership of twenty five (25%) percent of the stock of the Grantee, or of the majority of the stock of any parent company of the Grantee immediate or otherwise, or of any entity now owning or later acquiring such a beneficial interest is acquired by a single entity or by several entities under common control, if such entity or agent of common control is other than an organization with a majority of its beneficial ownership held by the Grantee or a parent of the Grantee, then a change in control will be deemed to have taken place unless the Grantor, upon request of the Grantee, finds otherwise. Such change in control shall make this franchise subject to revocation unless and until the Grantor shall have given written consent thereto.

If the Grantee wishes to operate the franchise under a change of control, the Grantee shall give the Grantor written notice of the proposed change, and shall request approval of the change by the Grantor. The Grantor shall have one hundred and twenty (120) days to act upon the request, following the receipt of the request and of all information required in accordance with FCC regulations, as well as all information required in writing by the Grantor prior to or subsequent to the request for approval. If the Grantor fails to render a final decision on the request within said one hundred and twenty (120) days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

For the purpose of determining whether it will consent to such change, transfer, or acquisition of control, Grantor may inquire into the qualifications of the prospective controlling party to perform the obligations of the Grantee under this franchise agreement. The Grantee shall assist Grantor in any such inquiry. Consent to the change of control shall not be unreasonably withheld.

### **3.8 Franchise Acceptance**

The Grantee, within sixty (60) days after the tender by the Grantor to Grantee of the Franchise Agreement adopted by the Grantor, shall file in the office of the Grantor's cable franchise manager a written acceptance executed by Grantee, in the form attached hereto as Exhibit B. In the event Grantee fails to file the acceptance as required herein, then this Franchise shall be null and void.

## **4. CONSTRUCTION AND SERVICE REQUIREMENTS**

### **4.1 General**

The Grantee shall maintain on its cable system a minimum practical capacity of 40 Standard Television Channels, and not later than one (1) year from the effective date of the Franchise Agreement, Grantee shall maintain on its cable system a minimum of 54 Standard Television Channels, defined under the Cable Act of 1992 as those channels engineered at the headend of the cable system for the provision of services generally available to residential subscribers of the cable system, regardless of whether such services actually are provided. The grantee shall make available public access and institutional network capability for public, government and educational use as provided for in Section 6.6. Not later than five (5) years from the effective date of the Franchise Agreement, Grantee shall submit a plan to Grantor and increase service, if justified by identified community need, technology, and overall market conditions. In all its construction and service provision activities, Grantee shall meet or exceed the construction, extension and service requirements set forth in this franchise agreement. Prior to beginning any construction, Grantee shall provide Grantor with a construction schedule for work in the Streets. All construction shall be performed in compliance with this Agreement and all applicable Grantor Codes. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, grantees, permittees, and franchisees so as to reduce as far as possible the number of Street cuts.

### **4.2 Right of Inspection of Construction**

Grantor shall have the right to inspect all construction or installation work performed within the franchise area and to make such tests as it shall find necessary to ensure compliance with construction or installation standards of this franchise agreement and other pertinent provisions of law.

### **4.3 Availability of Residential Service**

Grantor will provide service to all customers located in the service area indicated in Exhibit A, (Map of Service Area), having a density of at least twenty (20) potential subscribers per mile. For those areas not having the necessary density of twenty (20) potential subscribers per mile, Grantee agrees to serve these areas, if the potential subscribers agree to contribute to the cost of construction on the following terms and conditions:

- a. A written petition to Grantee constituting signatures from a minimum of ten potential subscribers per mile. Appropriate adjustments will be made to the number of subscribers required based on the footage of extension.
- b. Grantee will calculate its then current cost per mile of extension. This will be divided by twenty (20) homes per mile to get the required per home investment Grantee must make.
- c. The potential subscribers signing the petition will then be multiplied by Grantee's investment per home and this total amount will be subtracted from the current per mile cost.
- d. The remaining unrecoverable investment by Grantee must then be shared pro rata by the potential subscribers signing the petition and be paid to Grantee at the time the extension is made.

Example: If Grantee's current cost of construction is \$7,000.00 per mile, then required investment for twenty (20) homes per mile is \$140.00 per home. If Grantee receives a petition from twenty potential subscribers for one mile of plant, then Grantee is required to invest \$350.00 per home to reach those twenty homes. The unrecoverable investment, \$210.00 per home, would be paid by the potential subscribers.

*No charge shall be made by the Grantee to subscribers for: the extension of the cable system under this subsection; nor the provision of a cable drop to the premises of any subscriber requesting service, so long as the drop does not exceed 125 feet in length.*

#### **4.4 Erection of Poles**

If additional poles in an existing aerial utility system route are required, Grantee shall negotiate with the utility company or provider for the installation of the needed poles. Grantee shall not erect, for any reason, any pole on or along any street or public way in an existing aerial utility system unless approved by the Grantor. The Grantee shall negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction, under mutually acceptable terms and conditions, and shall comply with all applicable ordinances, resolutions, rules and regulations of the Grantor.

#### **4.5 Trimming of Trees or other Vegetation**

In the conduct of its business, it may be necessary for Grantee to trim trees or other vegetation in order to provide space for its facilities. Tree or vegetation trimming shall be done only in accordance with the codes and

other rules and regulations of Grantor and if the tree or vegetation is located on private property, with the permission of the owner of the property on which the tree or vegetation stands. Nothing contained in this franchise agreement shall be deemed to empower or authorize Grantee to cut, trim or otherwise disturb any trees or other vegetation, whether ornamental or otherwise.

#### **4.6 Repair & Restoration of Streets, Public Ways and Grounds**

Whenever the Grantee shall disturb the surface or otherwise damage any street, alley, public highway, other public way or ground for any purpose mentioned herein, it shall repair and restore the same to the condition in which it was prior to the opening or other damage thereof pursuant to Chapter 7.03 of the County Code and per any Utility Placement permit issued by the County Engineering Department. When any opening is made by the Grantee in any hard surface pavement, in any street, alley, public highway or other way, the Grantee shall promptly refill the opening and restore the pavement to its original condition. The Grantor shall provide written notification of any such deficiencies to Grantee. The Grantee shall have thirty (30) days to correct the deficiency. However, in the event that the deficiency presents a potential danger, the repairs must be made immediately. In the event of failure, neglect or refusal of the Grantee, to repair, restore, or reconstruct such street damage following notification, the Grantor may do such work or cause it to be done, and the cost thereof to the Grantor shall be paid by the Grantee. All excavations made by the Grantee in the streets, alleys, public highways or other ways shall be properly safeguarded for the prevention of accidents. The work hereby required shall be done in strict compliance with the rules, regulations and ordinances of Grantor as now or hereafter in effect.

#### **4.7 Construction Codes**

The Grantee shall strictly adhere to all applicable building, zoning or other laws and codes currently or hereafter in force in Grantor's jurisdiction, including but not limited to, the National Electrical Code (NEC) and the National Electrical Safety Code (NESC). The Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference, as determined by the Grantor, with the use of said public or private property by any person. In the event of such interference, Grantor may require the removal of Grantee's lines, cables and appurtenances from the property in question following thirty (30) days notification to the Grantee.

#### **4.8 Reservations of Street Rights**

Nothing in this franchise agreement shall be construed to prevent any public work of the Grantor, including without limitation constructing sewers, grading, paving, repairing and/or altering any street, alley, or public highway, or laying down, repairing or removing water mains or maintaining, repairing, constructing or establishing any other public property. If any property of the Grantee shall interfere with the construction or repair of any street or public improvement, whether it be construction, repair or removal of a sewer or water main, the improvement of a street or any other public improvement, then on reasonable notice from the Grantor all such property including poles, wires, conduits or other appliances and facilities shall be removed, replaced or relocated in a timely manner as shall be directed by the Grantor, so that the same shall not interfere with the said public work of the Grantor, and such removal, replacement or relocation shall be at the expense of the Grantee. In the event of failure, neglect or refusal of the Grantee, to repair, restore, or reconstruct such street, the Grantor may do such work or cause it to be done, and the cost thereof to the Grantor shall be paid by the Grantee.

#### **4.9 Street Vacation and Abandonment**

In the event any street, alley, public highway or portion thereof used by the Grantee shall be vacated by the Grantor, or the use thereof discontinued by the Grantee, during the term of this franchise, the Grantee shall forthwith remove its facilities therefrom unless specifically permitted in writing to continue the same by the new controlling jurisdiction or property owner, as appropriate. At the time of removal thereof the Grantee shall restore, repair or reconstruct the street area where such removal has occurred, and place the street area where such removal has occurred in such condition as may be reasonably required by Grantor. In the event of failure, neglect or refusal of the Grantee, to repair, restore, or reconstruct such street damage, following thirty (30) days notification, the Grantor may do such work or cause it to be done, and the cost thereof to the Grantor shall be paid by the Grantee.

#### **4.10 Movement of Facilities**

In the event it is necessary to temporarily move or remove any of the Grantee's wires, cables, poles or other facilities placed pursuant to this franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets, alleys or highways of the Grantor, Grantee, upon thirty (30) days notice; shall move such of its facilities at the expense, paid in advance, of the person requesting the temporary removal as may be required to facilitate such movements; provided that, if

the Grantor is the party requesting the removal, for movement of buildings or structures of the Grantor, then the removal shall be done at the expense of the Grantee.

#### **4.11 Easements**

When Grantee secures easements in its own name, as in the case of construction in multiple dwelling units, it shall use a standard easement form that has been provided to the Grantor upon request or, if not a standard form, shall provide a copy of the easement document to the Grantor, upon request.

#### **4.12 Undergrounding**

- a. Cable must be installed underground where:
  - i. all existing utilities are placed underground,
  - ii. statute, ordinance, policy or other regulation of Grantor requires utilities to be placed underground,
  - iii. overhead utility lines are moved underground (Grantee shall bear the cost of such movement of its facilities unless specific exemption is given by Grantor in any individual case or unless preemptive state or federal law or regulation provides otherwise),
  - iv. Grantee is unable to get pole clearances,
  - v. underground easements are obtained from developers of new residential areas, or
  - vi. utilities are overhead but residents prefer underground (service to be provided at cost to resident).
- b. Grantee shall use conduit or its functional equivalent including direct buried cable if it is rated by the manufacturer and National Electric Safety Code (NESC) for that use, on one hundred (100%) percent of under-grounding, except for drops from pedestals to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the highest industry standards and shall meet or exceed all requirements of the National Electrical Code (NEC) for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

#### **4.13 As Builts**

Grantee shall provide "as built" drawings of the system to the Grantor as soon as drawings are completed. Grantee shall maintain "as built" drawings of the system, and make them available to the Grantor for inspection upon request. "As builts" drawings shall be updated as changes occur in the system. The Grantee shall provide to the Grantor, on request, a copy of as-builts, GIS or CAD maps showing the location of the Grantee's facilities in the streets and public ways.

#### **4.14 Emergency**

In the event of an emergency, or when the cable equipment creates or is contributing to an imminent danger to health, safety or property, the Grantor may remove or relocate Grantee's cable equipment without prior notice.

### **5. SYSTEM DESIGN AND PERFORMANCE REQUIREMENTS**

#### **5.1 Equal and Uniform Service**

Grantee shall provide access to equal and uniform cable television service throughout the franchise area.

#### **5.2 System Configuration**

The communications system shall consist, at a minimum, of a residential network with bi-directional communications capability and addressability in its initial configuration. The number of amplifiers and placement of amplifiers will be limited to insure the highest quality signal while providing service to the maximum number of subscribers in the stated service area.

#### **5.3 Channel Capacity**

Grantee shall install and maintain a cable television system which will be capable of carrying downstream from the headend to the subscribers home a minimum of 40 Standard Television Channels, and not later than one (1) year from the effective date of the Franchise Agreement, Grantee shall provide a minimum of 54 Standard Television Channels. Upstream or return capacity will be a minimum of four (4) Standard Television Channels.

#### **5.4 Satellite Earth Stations**

Grantee shall provide a sufficient number of earth stations to receive



signals from enough operational communications satellites that carry cable television services accessible to the Grantee throughout the life of the franchise to enable Grantee to carry out its obligations under this Franchise.

## **5.5 Interconnection**

- a. Grantee shall construct and maintain interconnections with contiguous cable systems or other communications systems not later than one (1) year from the effective date of the Franchise Agreement, be it wireline or wireless transport technologies, including, but not limited to, the Clackamas Broadband Exchange (CBX). The interconnections shall be capable of receiving and delivering, among other things, selected Local Origination Programming produced by Grantor and other major, contiguous cable systems in Clackamas County; selected Access programming carried on those cable systems; and the exchange of selected Institutional Network video and data communications applications by local and state public and nonprofit organizations, including forward and reverse applications between and among the Grantee and contiguous cable systems as shall in the future have significant institutional network capacity or services determined by the Grantor through an ascertainment of community needs and interests to warrant interconnection.
- b. Grantee shall ensure that all interconnections on its own property are securely housed and maintained, and shall establish and continue in effect a routing system satisfactory to the Grantor for carriage of signals for Institutional Network and PEG access signals. All interconnections shall be accomplished in a manner that permits the transmission of signals meeting the technical standards of this Franchise on all interconnected channels.
- c. Grantee's interconnect obligation is conditioned upon the consent of the interconnecting parties. Grantee shall not charge a fee for the transmission of programming from adjacent systems if Grantee is not required to pay a fee to obtain such programming. With respect to installing the capacity required under this Section, the Grantor understands that interconnection requires cooperation from other cable system and other communications system operators as to engineering, design, and technical operation issues. In addition, Grantee's interconnection obligations, with respect to equipment and construction, shall be limited to providing equipment needed, and performing construction work required, within Grantee's Franchise Area in order to enable the required interconnections to occur. In order to actually establish the interconnection, it may be necessary for the operators of cable systems and other communications systems

interconnecting with the Grantee's system to provide equipment needed, and perform construction work required, within their respective Franchise Areas and service areas; and the provision of such equipment and performance of such construction work shall be the obligation of Grantee only within its own Franchise Area. Therefore, Grantor shall make every reasonable effort to assist Grantee in achieving the cooperation of interconnecting cable system and other communications system operators necessary to establish the interconnections, and Grantee's interconnection obligations hereunder shall be subject to such cooperation being obtained.

### **5.6 Emergency Alert Capability**

Grantee shall provide the system capability for the Grantor to transmit an emergency alert signal from locations designated by the Grantor to all subscribers. Grantee shall also provide an emergency audio override capability to permit the Grantor to interrupt programming and cablecast, from locations designated by the Grantor, an audio message on all channels simultaneously in the event of disaster or public emergency. Emergency alert capability as required in this section and FCC requirements shall be operational throughout the term of the franchise. The Grantor shall indemnify, defend, and hold harmless the Grantee and its officers, agents and employees from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any injury to person or property and all other damages arising out of or by reason of the sole act or conduct of the Grantor or its officers, agents, or employees in the exercise of the Grantor's emergency alert capability under this Section.

### **5.7 Standby Power**

Grantee shall provide backup power generating capacity at the cable communications system control center to provide continuous alternate power in the event of a commercial power outage. In the distribution system, Grantee shall maintain standby power system supplies capable of providing backup power to all nodes and active devices for at least two (2) hours in the event of commercial power outage. Grantee shall have in place and shall file with the Grantor upon request, throughout the Franchise term, a plan, and all resources necessary for implementation of the plan, for dealing with excessive outages. In the event excessive power outages occur in the distribution networks, additional standby power supplies may be required on the distribution networks to maintain system performance.

### **5.8 Parental Control Lock**

Grantee shall provide subscribers (by sale or lease or otherwise), upon

request, with a manual or electronic parental control locking device or digital code that permits inhibiting the viewing of any channel or specific programs including designated PEG programming.

#### **5.9 Technical Standards.**

The Grantee shall install all aerial and underground cables and wires in a manner consistent with County requirements and in compliance with all applicable laws, ordinances, and safety requirements including but not limited to the Federal Communications Commission, Federal Aviation Administration, National Electric Code, National Electric Safety Code, and National Cable Television Association Standards of Good Engineering Practices. The Cable System shall meet or exceed all applicable technical and performance standards of the Federal Communications Commission or its successor agency, and any and all other applicable technical and performance standards. In the event FCC technical standards are withdrawn or terminated, the Grantor may establish technical standards which match the FCC standards which are in place at the time of the granting of the Franchise and enforce higher or additional reasonable technical standards, following consultation with the Grantee, to the extent that applicable law allows the Grantor to do so without the consent of the Grantee.

#### **5.10 Performance Testing.**

Grantee shall perform all system tests required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this franchise. These tests shall include, at a minimum:

- a. FCC Compliance tests to include, but not be limited to C.F.R. 76.601, 76.605, 76.611 and digital testing described in 47 C.F.R. Section 76.640 digital channels, for all digital channels.
- b. Tests in response to subscriber complaints to the Grantor.
- c. Tests requested by the Grantor to demonstrate franchise compliance.

Written records of all system test results performed by or for the Grantee shall be maintained, and shall be available for Grantor inspection upon request. FCC compliance tests shall be performed at intervals as required by FCC regulations.

Notwithstanding the above, consistent with FCC requirements, all active system plant shall meet FCC performance standards.

As the system's delivery methods evolve and testing of these delivery methods change, Grantee shall update its testing procedures after consulting with the Grantor and, in good faith, agreement is reached on the validity of the new testing procedures. In addition, the Grantor may

require additional testing based on industry standards or FCC requirements. The resulting tests may include such specifications as latency, error rates and packet loss as well as other pertinent tests.

### **5.11 Safety**

- a. The Grantee shall, at all times, employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to employees of the Grantor.
- b. The Grantee shall install and maintain its wires, cable, fixtures, and other equipment in accordance with the requirements of the National Electric Safety Code and the National Electrical Code (NEC), and in such manner that they shall not interfere with the installations of any public utility.
- c. All lines, equipment and connections in, over, under, and upon either the streets and public ways of Grantor or private property within boundaries of Grantor, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.

## **6. SERVICES AND PROGRAMMING**

### **6.1 Programming Categories**

The Grantee, or its contracted third party, shall provide broad categories of video programming in at least the number and of the type offered at the time the franchise is granted until the system upgrade required by this franchise is completed. Upon completion of the system upgrade required in this franchise, the Grantee shall provide video programming services in at least the following broad categories:

1. News & Info. (Local, Public, Distant Broadcast)
2. Sports
3. General Entertainment
4. Arts, Culture, Performing Arts
5. Children / Family
6. Science
7. Travel Information
8. Weather Information
9. Governmental and Educational Programming
10. Movies

11. Religious Programming
12. Foreign language / Ethnic Programming

The identification of these broad categories of programming in no way infers regulatory authority by the Grantor over specific programming services or networks which may be carried on the Cable Systems.

## **6.2 Changes in Video Programming Services**

Subject to the provisions of the Cable Act, no category of services as referred to in Section 6.1 may be deleted, or so limited as effectively to be deleted by the Grantee without Grantor approval, which approval shall not be unreasonably withheld. In the event any applicable law or regulation materially alters the terms and conditions under which Grantee carries programming within the broad programming categories described in Section 6.1, then the Grantee shall be obligated to carry such programming only upon reasonable terms and conditions.

Grantee shall provide written notice to the County and to subscribers for any proposed deletions, additions, or rearrangements of individual programming service at least thirty (30) days in advance. The County reserves the right to regulate to the fullest extent permitted by law to ensure maintenance of the mix, level and quality of service.

## **6.3 Interactive Residential Services**

The Grantee shall make interactive services available to residential subscribers, when the technology has been established in the service area. Additionally, subject to a determination of community needs and interests by the Grantor, provisions to make the availability of interactive services possible may be made a part of any rebuild or upgrade requirements resulting from the franchise review.

## **6.4 Leased Channel Service**

The Grantee shall offer leased channel service to the extent required by 47 U.S.C. Section 532 (Section 612 of the Cable Act), or regulations adopted thereunder.

## **6.5 Obscenity**

Grantee shall not transmit over the cable system programming which is obscene or otherwise unprotected by the Constitution of the United States, provided however, Grantee shall in no way be responsible for programming over which has no editorial control, including public, educational and governmental access programming.

## **6.6 Public, Educational and Government Use of System**

### **6.6.1 Channels.**

1. Grantee shall provide to the Grantor, for independent administration by the Grantor or its designee, a total of four (4) Access Channels with sufficient bandwidth capacity to transmit any commercially available future technologies utilized by Grantee within the Franchise Area including, but not limited to, HDTV and interactive programming. Initially, such capacity shall be allocated as follows: provision of the County's government channel (1); provision of the Clackamas Community College channel (1); provision of the Oregon Trail School District channel; and one (1) public access channel. The Grantor may reallocate this capacity among Access providers based on changes in circumstances or community needs.
2. The Grantor may require Grantee to provide additional activated Downstream Channels for a particular type of PEG Access under this Section, when a Channel for a particular type of PEG Access programming meets the criteria set forth below. Upon Grantee's request, a public hearing will be conducted regarding the need for an additional channel(s), to a maximum total of six (6) Access Channels. The Grantor shall give Grantee at least one hundred twenty (120) days prior notice of required additional Access Channels.
  - a. Public Access Channels: Grantor must show that during any eight (8) consecutive weeks, the Public Access Channel is in use for Locally Produced, Locally Scheduled Original Programming eighty percent (80%) of the time, seven (7) days per week, for any consecutive five (5) hour block during the hours from noon to midnight; or
  - b. Educational Access Channels: During any eight (8) consecutive weeks, the Educational Access Channel is in use for Locally Scheduled Original Programming eighty percent (80%) of the time, five (5) days per week, Monday through Friday, for any consecutive five (5) hour block during the hours from 6:00 AM to 11:00 PM, or
  - c. Governmental Access Channels: During any eight (8) consecutive weeks, the Governmental Access Channel is in use for Locally Scheduled Original Programming eighty percent (80%) of the time, five (5) days per week, Monday through Friday, for any consecutive five (5) hour block during the hours from 6:00 AM to 11:00 PM; and,

The applicable PEG Access Channel expansion criteria as set forth in Subsections a, b, or c, has been met, or exceeded, by the Grantor or the Designated Access Provider with responsibility for programming the

PEG Access Channel. For the purpose of Section 6.6.1(2):

- i. "Locally Produced" means programming produced in the Clackamas, Multnomah, or Washington Counties, or the Vancouver/Clark County, Washington metropolitan areas; and
  - ii. "Original Programming" means Programming in its initial cablecast on the cable system or in its first or second repeat; and
  - iii. "Locally Scheduled" means that the scheduling, selection, and or playback of Original Programming on a per-program basis is determined in consultation with, or pursuant to the operating procedures of, the Designated Access Provider or, with respect to programming received over the interconnection, the provider transmitting the programming over the interconnection. However, carriage on any Access Channel of all or a substantial portion of any non-local programming which duplicates programming otherwise carried by Grantee as part of its basic cable service or expanded basic cable services shall not be considered "Locally Scheduled."
3. At such time that Grantee migrates its broadcast channels to an all-digital platform, Grantee shall, at the request of the Grantor, convert the activated analog PEG Access Channels to digital Channels simulcast in Standard Definition (SD) and High Definition (HD) form. Each access channel provider shall be allocated enough capacity on the cable system to be able to provide the following: their primary channel as a real time service in standard definition form, their primary channel in high definition form, access to video-on-demand (VOD) platform, as the Grantee deploys such service on its Residential Network, for 30 hours of programming per week; programming provided as interactive services; and other narrowcast, targeted services as they may be developed for full-time distribution. Any additional digital channel for full time distribution, over and above the six(6) channels referenced in 6.6.1.2, shall be made available for use by Grantor or Designated Access Provider, provided that the requirements of Subsection 6.6.1.2 are met with respect to Public, Government or Educational Access. However, at no time, after digital migration, is the Grantee required to provide more than 24 MHz of system capacity for PEG Access services.

#### **6.6.2 Support for Access Costs.**

1. Upon initial provision of such channels referenced in 6.6.1, Grantee shall provide \$1.00 per month, per Residential Subscriber for capital costs related to public, educational, and governmental access or institutional network

facilities including but not limited to equipment acquisition or replacement, or such lesser amount if authorized by Grantor. The contribution shall be payable by the Grantee to the Grantor after (1) notice, approved by the Grantor, to the Grantee's Residential Subscribers of such inclusion; and (2) the collection of the contribution from such Residential Subscribers. The Grantee shall commence collecting the Residential Subscribers contributions on the first of the month following a forty-five (45) day period after the effective date of this Franchise Agreement. The Grantee shall make such payments quarterly, following the effective date of this agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter.

### **6.6.3 Interconnection.**

Grantee shall install and maintain all access interconnections of PEG access channels in accord with the requirements of Section 5.5.

### **6.6.4 Institutional Network**

1. If requested, the Grantee shall offer data-over-cable (DOCSIS 3.0 or latest implemented level) services (including at least one modem per facility) for institutional purposes to public facilities as they may now or in the future operate in the Franchise Area, for use by these facilities for internet access and other data communications. Such data-over-cable services shall provide at least a DOCSIS 3.0 (or latest implemented level) capable connection.
2. If requested by the Grantor, Grantee shall provide fiber optic connections comprised of six (6) strands of fiber optic cable each for public facility use. The fiber optic connections shall terminate at splice points with sufficient slack footage for splicing, repair and maintenance purposes, designated by Grantor for interconnection, Grantee shall terminate the fiber into standard connectors, or termination frames, at a point to be designated within the facility by the institutional user, except that in the headend the fiber should be terminated within master control in an area with space for one 19" rack. Such rack space will be available for the future implementation of institutional network equipment.
3. Grantee shall continually maintain, repair and replace all necessary system components so that data-over-cable service (DOCSIS 3.0 or latest implemented level) provided to each institution is continuously of high quality with exemplary up-time. In all cases, the upstream and downstream performance of the Grantee's system segments comprising the institutional services shall be equal to or exceed that



recommended by manufacturers DOCSIS 3.0 (or latest implemented level) specifications for all equipment utilized in the provision of data-over-cable services.

4. All fiber optic I-Net links installed will have OTDR testing performed to ensure proper continuity. The testing shall be performed end-to-end at both 1310 nm and 1550 nm using an optical power source and power meter. Maximum loss for each link will not exceed manufacturer's passive cable attenuation, adjusted for cable length, and typical splice loss and connector loss. Minimum optical received power will not fall below what is necessary for a particular I-Net service based on the manufacturer's minimum input specification for the end-user equipment. Grantee shall continually maintain, repair and replace all infrastructure necessary to ensure successful use of the fiber links throughout the duration of the Franchise.
5. Grantee shall provide both the Institutional data-over-cable services and the fiber connections at Grantee's sole cost and expense within (6) months of a request for interconnection by Grantor.

#### **6.6.5 Access and Institutional Network Support Not Franchise Fees.**

1. The Grantee agrees that financial support for Access arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect the Grantee's obligations to pay Franchise Fees to the Grantor. The Grantee agrees that although the sum of Franchise Fees and the payments set forth in this Section may total more than five percent (5%) of the Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Agreement.
2. The Grantor recognizes Franchise Fees and certain additional commitments are external costs as defined under the Federal Communications Commission rate regulations in force at the time of adoption of this Agreement and the Grantee has the right and ability to include Franchise Fees and certain other commitments on the bills of cable customers.

#### **6.7 Cable Service to Public Facilities**

The Grantee, upon request, shall provide without charge, a Standard Installation and one (1) outlet of Basic Cable, expanded Basic Service, and Internet access services to those administrative buildings owned and occupied by the County, fire station(s), police station(s), and K-12 public school(s) that are within the Franchise and passed by its Cable System;

provided however, those buildings or portions of buildings housing or occupied by prison/jail populations shall be excluded. The cable service shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The County shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the County or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation.

## **7. FRANCHISE REGULATION AND CUSTOMER SERVICE STANDARDS**

### **7.1 Intent**

It is the intent of the Grantor to administer and enforce the provisions of this franchise. Grantor may delegate all or a part of its administrative and regulatory authority under this franchise to an entity designated by the Grantor. It is the intent of the County to administer and regulate activities under the Franchise up to the full extent permitted by applicable law.

### **7.2 Areas of Regulation and Administration**

The Grantor (or its designee) has authority for regulation in the following areas:

- a. Administering and enforcing the provisions of this franchise agreement, including the adoption of administrative rules and regulations to carry out this responsibility.
- b. Coordination of the operation of public, government and educational access channels.
- c. Interfacing the Grantee's technical, programming and operational assistance and support to public agency users, such as County departments, schools and health care institutions.
- d. Formulating and recommending long-range cable communications policy for the franchise area.
- e. Disbursing and utilizing franchise revenues paid to the Grantor.
- f. Regulating rates, to the extent permitted by law.

- g. Customer service, to the extent permitted by law.
- h. Planning and facilitating development of public uses of the cable system on the residential and institutional networks, both within the County and through interconnection with adjacent systems.

### **7.3 Rate regulation**

- a. Rate Regulation Right Reserved. Grantor reserves the right to regulate Grantee's rates and charges to the full extent authorized by applicable federal, state and local law, as these may change during the period of the franchise; and to establish rate regulation policies and guidelines for carrying out its authority.
- b. Notice of Change in Rates and Charges. Throughout the term of this Franchise, Grantee shall give all subscribers within the unincorporated area at least thirty (30) days' notice, as required by FCC. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of arbitrating subscribers or users.
- c. Rate Discrimination Prohibited. Grantee shall apply non-discriminatory rates and charges to all subscribers purchasing similar services, regardless of race, color, creed, sex, marital or economic status, age, national origin, sexual preference, or neighborhood of residence, except as otherwise provided herein; provided that nothing in this franchise shall prevent the Grantee from establishing discounted rates and charges for low-income or elderly subscribers, or from temporarily reducing or waiving rates and charges in connection with promotional campaigns.
- d. The provisions of this Section 7.3 shall be subject to the provisions of 47 U.S.C. Section 543 (Section 623 of the Cable Communications Policy Act of 1984), as amended from time to time. It is not intended that this Section expand or diminish the rights of the Grantor in relation to regulation of rates and charges under those provisions of the Act, and any provision of this Section or of any other provision of this franchise that purports to expand or diminish such rights shall be deemed superseded by those provisions of the Act.

### **7.4 Open Books and Records**

The Grantee shall maintain a business office within the County for managing the cable system, and, subject to the provisions of Section 10 of this Franchise and, to such privileges as may be established under Oregon law, shall manage

all of its operations in accordance with a policy of accessible open books and records to the Grantor. The Grantor shall have the right as necessary or desirable for effectively administering and enforcing the Franchise, to inspect at any time during normal business hours upon reasonable notice, all records of the Grantee and also of any parent company, Affiliate or any Cable Operator, which relate to the operation of the Franchise. Access to the aforementioned records shall not be denied by the Grantee to representatives of the Grantor on the basis that said records contain "proprietary information," nor on the basis that they contain trade secrets unless the Grantor cannot protect the trade secrets from disclosure under Oregon law. To the extent allowed under Oregon law, the Grantor shall protect proprietary information including trade secrets of the Grantee from disclosure.

Upon ten (10) days written notice from the Grantor, Grantee shall provide the Grantor access to computer files specifically requested by name, approximate date or content, and related to compliance with obligations contained in the Franchise. Such access shall be carried out in a manner that does not violate requirements regarding personally identifiable subscriber information, as referenced in Section 631 of the Cable Act, and shall exclude access to computer files containing no information related to Grantee's Franchise obligations. Computer record access shall be provided in the following manner:

- a. Grantee's employee shall access requested computer file from file server or hard drive storage for Grantor to view.
- b. Once accessed, Grantee's employee shall move slowly through the file while the Grantor views it on the computer monitor.
- c. Grantee's employee shall facilitate the printing of requested file to paper.

## **7.5 Communications with Regulatory Agencies**

A list and copies of all material written petitions, applications, communications, and reports submitted by the Grantee, and also by any affiliate or any cable operator of the system authorized by this Franchise, to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable communications operations authorized pursuant to this franchise agreement, shall be submitted to the Grantor upon request. In addition, copies of any communications to and from any regulatory agency pertaining to any alleged, apparent or acknowledged violation of an applicable rule or law of the agency related to or affecting operations within the franchise area, shall be immediately submitted to the Grantor, if the communications are to or from the Grantee, or upon written request

from the Grantor if the communications are to or from an affiliate or cable operator of the cable system authorized by this franchise.

## 7.6 Reports

- a. Quarterly Reports. Within thirty (30) calendar days after the end of each fiscal quarter of the Grantee, Grantee shall, upon request of the Grantor, submit to the Grantor a report of all trouble call complaints received by or referred to Grantee within the report quarter. The reports shall contain, as a minimum, the name, address, and telephone number of the complaining party, the specific nature of the complaint, remedial action taken if any, amount of time from customer notification to final repair or the current status of the complaint. Upon request by the Grantor, Grantee shall also provide outage reports, including cause, resolution and duration of outage, summary statistics on patterns of complaints or service problems, and other customer service information, provided that such information may be reasonably generated by the Grantee.

Within forty-five (45) days after the end of each of the Grantee's fiscal quarters, the Grantee shall submit a written report to the Grantor, verified by an officer of Grantee, which shall contain an accurate statement of all gross revenues earned and gross receipts collected by the Grantee or any cable operator, related to operation of the cable system franchised hereunder, in sufficient detail to enable the Grantor to verify the accuracy of franchise fee payments.

- b. Annual Report. No later than three-and-one-half (3 ½) months following the end of the Grantee's fiscal year each year, except as described in section 7.6(b)(iii) below, Grantee shall present a written report reviewed by a certified public accountant to the Grantor which shall include:
  - i. Financial reports for the Grantee, for the previous fiscal year, including gross revenues from all sources, gross subscriber revenues from each category of service, as well as an income statement, statement of cash flow, and a balance sheet; a financial report for the system of which the franchise is a part with reviewed gross revenues and receipts as well as statements of expenses, balance sheet and capital expenditures reviewed by an independent certified public accountant; and a financial report for the franchise area with audited gross revenues and receipts.

All financial reports required under this section shall be presented to the Grantor accompanied by such notes and explanations as are required to fully understand the reports.

Such notes and explanations shall include, but not be limited to, an explanation of any and all deductions made from Gross Revenues in order to arrive at Gross Receipts for the calculation of franchise fees to be paid to the Grantor.

- ii. A summary of the previous year's activities including, but not limited to, subscriber totals in each category and new services.
- iii. Not later than three-and-one-half (3 ½) months following the end of the fifth (5) year of the franchise, Grantee shall present an audited written report to the Grantor which shall include all of the information in sections 7.6(b)(i)-(ii) above for the entire first five (5) years of the franchise. In the event any audited financial report has not been published by the date due under this section, then the audited financial report shall be deemed presented on time if presented within thirty (30) days after publication.

If the audited reports received show more than a two percent (2%) difference between the reports provided in response to sections 7.6(a), and 7.6(b)(i)-(ii) then all annual reports thereafter shall be audited before submission to Grantor.

- c. Monitoring and Compliance Reports. Upon request, the Grantee shall provide a written report of any FCC technical performance tests for the residential network required in FCC Rules and Regulations as now or hereinafter constituted. In addition, the Grantee shall upon request provide reports of the test and compliance procedures established by this franchise agreement, no later than thirty (30) days after the completion of each series of tests.
- d. Additional Reports. The Grantee shall prepare and furnish to the Grantor, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Grantor in connection with this franchise. This may include, but is not limited to, reports covering maintenance and repair logs and activities, signal leakage logs and monitoring and corrective activities, complaint reports and outage reports.
- e. All reports and records required under this or any other Section shall be furnished to Grantor at the sole expense of Grantee.

## **7.7 Public Disclosure**

Subject to the Oregon Public Records Law, whenever, pursuant to this franchise agreement, Grantee shall make available for inspection by the Grantor or submit to the Grantor reports containing information considered proprietary by the Grantee, the Grantor shall not disclose or release such reports or information to the public without Grantee's prior written consent provided Grantee has noted such information as proprietary in writing at the time of submission.

## **7.8 Remedies for Franchise Violations**

- a. In addition to any other remedies as specified in this Franchise, the Grantor has the right to and may impose penalties not to exceed \$1,000, per day or per incident, not to exceed a total of \$50,000, in the event Grantee violates any other material provision of this Franchise Agreement, subject to Section 7.4(c), below.
- b. If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.

The date of the violation will be the date of the event and not the date Grantee receives notice of the violation except in cases where Grantee did not know and could not reasonably have been expected to know that a violation occurred, in which case penalties shall accrue from the date Grantee knew or should have known of the violation. Without limiting the foregoing, Grantee is presumed to know whether it violated a customer service standard that is measured based upon aggregate performance.

Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:

- i. Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and request a hearing in accordance with subsection (e) below, or;
- ii. Cure the violation, or;
- iii. Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation including the Grantee's projected completion date for such cure. In such case,

Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (c) below.

- c. In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. In the event such plan and completion date are found in Grantor's sole discretion to be reasonable, the same may be approved by the Grantor, who may waive all or part of the penalties for such extended cure period in accordance with the criteria set forth in subsection (f) of this section. Following the hearing, Grantor may also in its sole discretion, modify Grantee's proposed extended cure period.
- d. In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (c), the Grantor shall set a hearing to determine what penalties, if any, shall be applied.
- e. In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (b)(i) above, the Grantor shall set a hearing within thirty (30) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what penalties shall be applied.
- f. In the case of any hearing pursuant to this section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee may be provided an opportunity to be heard and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.
- g. The penalties set forth in this section of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:
  - i. Whether the violation was unintentional;
  - ii. The nature of any harm which resulted;
  - iii. Whether there is a history of overall compliance, and/or;



- iv. Whether the violation was voluntarily disclosed, admitted or cured.
- h. If, after the hearing, Grantor determines that a violation exists, Grantor may utilize one or more of the following remedies:
  - i. Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;
  - ii. Establish the amount of penalties, taking into consideration the criteria provided for in subsection (g) of this Section as appropriate in Grantor's discretion;
  - iii. Revoke this Agreement, and/or
  - iv. Pursue any other legal or equitable remedy available under this Agreement or any applicable law.
- i. The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor, and shall be reviewable only consistent with the dispute resolution provisions of this Agreement.
- j. Notwithstanding other language to the contrary in this agreement:
  - i. In cases where either intermittent or repeated violations of any single franchise standard occur, Grantor may in its discretion give one initial thirty (30) day notice and opportunity to cure and no subsequent notices of each individual violation; and
  - ii. Grantor may in its sole discretion establish lesser or no cure periods for violations of Section 12 (Reports and Records) or Section 5 (System Upgrade).

#### **7.9 Remedies Not Exclusive**

The Grantor has the right to apply any one or any combination of the remedies provided for in this franchise, including without limitation all remedies provided for in this Section, and may without limitations pursue any rights, remedies or actions that it may have in law or equity regardless of whether they are specifically mentioned in this Franchise.

#### **7.10 Consumer Protection Standards**

The Grantee shall meet minimum Federal Consumer Protection Standards.

### **7.10.1 Customer service and telephone responsiveness**

1. The Grantee shall maintain an office within the Government Camp area. The office must be adequately staffed and able to respond to subscribers and the public not less than forty (40) hours per week, with a minimum of seven (7) hours per day on weekdays and 5 hours on Saturdays.
2. As used herein, "adequately staffed" means toll-free telephone lines are open and customer service representatives are available to respond in at least the following ways: to accept payments; to exchange or accept returned converters or other company equipment; to respond to inquiries; and to schedule and conduct service or repair calls.
3. Toll-free telephone lines, either staffed or with answering capability, providing at least emergency referral information, must be operational twenty four (24) hours a day, including weekends and holidays.
4. The Grantee shall maintain, on average as verifiable by statistical data:
  - a. Sufficient customer service staff and telephone line capacity to handle normal call volume with a minimum of delay to customers. Under normal operating conditions, the customer will receive a busy signal less than three (3%) percent of the time.
  - b. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

### **7.10.2 Service and Repair Calls**

1. Under normal operating conditions, at least ninety five (95%) percent of the time measured on a quarterly basis, requests from subscribers for repair and maintenance service must be acknowledged by the Grantee within twenty four (24) hours or prior to the end of the next business day, whichever is earlier. Repair and maintenance for service interruptions or other repairs not requiring on-premises work must be completed within twenty four (24) hours under normal circumstances. All other repairs should be completed within seventy two (72) hours under normal circumstances.
2. Under normal operating conditions, at least ninety five (95%) percent

of the time measured on a quarterly basis, as a normal operating procedure, upon subscriber request the Grantee shall offer either a specific appointment time or else a pre-designated block of time (not to exceed four hours) for subscriber service appointments to be scheduled Monday through Saturday in the morning, the afternoon and after 5:00 p.m.

The Grantee shall not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

If a Grantee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. As a normal operating procedure, and with particular regard to the needs of working or mobility-limited customers, upon subscriber request the Grantee shall arrange for pickup and/or replacement of converters or other company equipment at the subscriber's address, or else a satisfactory equivalent (such as the provision of a postage-prepaid mailer).
4. Under normal operating conditions, at least ninety five (95%) percent of the time measured on a quarterly basis, where the service requested is installation of service, standard installations shall be performed by the Grantee within seven (7) business days after an order has been placed. "Standard" installations, for the purposes of this section, shall mean those that are located up to two hundred (200) feet from the existing distribution system.

### **7.10.3 Disconnection**

1. The Grantee may disconnect a subscriber if:
  - a. at least thirty (30) days have elapsed without payment after the due date for payment of the bill of the affected subscriber; and
  - b. the Grantee has provided at least ten (10) days written notice to the affected subscriber prior to disconnection, specifying the effective date after which cable services are subject to disconnection.
2. Regardless of subsection 1 hereof, the Grantee may disconnect a subscriber for cause at any time if the Grantee in good faith determines that the subscriber has tampered with or abused company

equipment, or is or may be engaged unlawfully in theft of cable services, or is causing a system violation of FCC rules or regulations.

3. The Grantee shall promptly disconnect any subscriber who so requests from the Grantee's cable system. No period of notice prior to voluntary termination of service may be required of subscribers by the Grantee. No charge may be imposed by the Grantee for any cable services delivered after the date of the disconnect request. Upon the later of the date of actual disconnection or the return of all company equipment to Grantee, the Grantee shall under normal operating conditions, at least ninety five (95%) percent of the time measured on a quarterly basis, within thirty (30) days return to such subscriber the amount of the deposit, if any, collected by Grantee from such subscriber, less any disputed amounts owed to Grantee for cable services or charges prior to the date of disconnection.

#### **7.10.4 Credits upon outage**

Except for planned outages where subscribers are provided reasonable notification in advance, upon a subscriber's request the Grantee shall provide a pro-rated twenty-four (24) hour credit to the subscriber's account for any period of four hours or more during which that subscriber experienced the effective loss or substantial impairment of video or audio service on the system.

#### **7.10.5 Downgrade Charges**

Grantee may impose Downgrade Charges only if:

- a. the Subscriber has been notified, at the time of initiating Cable Services, of Grantee's Downgrade Charges; and
- b. the Downgrade Charge does not exceed the Grantee's costs of performing the downgrade as determined under FCC rate regulation rules, subject to applicable law.

#### **7.10.6 Billing information required**

The Grantee bill to subscribers shall itemize each category of service, equipment, or other applicable fees, and state clearly the charge thereof. The Grantee shall make its best effort to inform subscribers as clearly as possible when payments are due and when late fees and disconnection may occur. Should grantee contract with a third party to provide programming, grantee shall retain the responsibility to bill subscribers and handle customer service inquiries related to billing.

### **7.10.7 Information to subscribers**

1. Upon installing initial service to or reconnecting each customer, and upon request thereafter, the Grantee shall advise the customer, in writing, of:
  - a. the equipment and services currently available (including parental lock-out devices) operating procedures for Grantor supplied terminal equipment and the rates and charges which apply;
  - b. the amount and criteria for any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded;
  - c. the Grantee's policies and procedures by which complaints or inquiries of any nature will be addressed;
  - d. the toll-free telephone number and address of the Grantee's office to which complaints and inquiries may be reported;
  - e. the company's practices and procedures for protecting against invasions of subscriber privacy; and
  - f. service termination policy;
  - g. billing procedures. Billing procedures shall be clearly explained in the manual and in addition, the company's phone number for information and requesting the manual shall be placed on the part of the bill retained by customers;
  - h. the notice and referral information, as set forth in subsection 2 hereof;
  - i. liability specifications;
  - j. converter/subscriber terminal policy; and
  - k. breach of agreement policy.
2. Notice to Subscribers.
  - a. The Grantee shall inform the Grantor and subscribers within thirty (30) days, prior to any changes in programming or increases in rates, costs, or charges to subscribers, or any channel repositioning within the control of Grantee.

- b. All Grantee promotional materials, announcements, and advertising of residential cable services to subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or pay-per-event programming, all Grantee-prepared promotional materials must clearly and accurately disclose price terms and any restrictions for use. Likewise, in the case of telephone orders, the Grantee shall take appropriate steps to ensure that Grantee customer service representatives clearly and accurately disclose price terms and any restrictions for use to potential customers in advance of taking the order.

3. **Written Complaint Acknowledgment.**

Within ten (10) days following receipt of a written complaint as defined in subsection (h)(ii), received at the Grantee's principal business office by first class mail, from a subscriber, the Grantee shall provide an acknowledgment to the subscriber of receipt of the complaint and of any action the Grantee has taken or intends to take in response to the complaint. This requirement does not apply to complaints submitted for processing by a regulatory agency other than the County, such as the FCC.

#### **7.10.8 Complaint resolution**

1. The Grantor may take all necessary steps to ensure that all subscribers and members of the general public have recourse to a satisfactory hearing of any complaints, where there is evidence that the Grantee has not settled the complaint to the satisfaction of the person initiating the complaint.
2. For purposes of this section, a "complaint" is a grievance related to the service of the cable communications system within the franchise area that is reasonably remediable by the Grantee, but does not include grievances regarding the content of programming or information services other than grievances regarding broad categories of programming, and does not include customer contacts resulting in routine service calls that resolve the customer's problem satisfactorily to the customer.

#### **7.10.9 Failure to Resolve Complaints**

If Grantee fails to resolve a complaint within thirty (30) days following the date on which a complaint was made to Grantee and the County, then Grantee shall be deemed in violation of the Franchise, and the County

may assert any of the remedies set out in Section 11.1 and other applicable subsections.

## 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

### 8.1 Compensation

- a. Franchise Fee. As compensation for the franchise to be granted, and in consideration of permission to use the streets and public ways of the Grantor for the construction, operation, and maintenance of a cable communications system within the franchise area and to defray the costs of franchise regulation, the Grantee shall pay to Grantor an amount equal to five (5%) percent of the gross receipts generated in any manner through the operation of the cable system under this franchise. In the event any law or valid rule or regulation applicable to this franchise limits franchise fees below the five (5%) percent of gross receipts required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five (5%) percent.

During any period in which the Grantor is regulating the Grantee's rates, the Grantee's obligation to pay franchise fees under this section, with respect to the rates regulated by the Grantor, shall begin sixty (60) days after approval has been provided by the Grantor for the increase in subscriber rates directly related to the pass-through of these franchise fees as external costs, to the extent such increase and pass-through are permitted under federal law.

Any bad debts or other accrued amounts deducted from Gross Revenues in the calculation of Gross Receipts shall be included in Gross Receipts at such time as they are actually collected.

In any instance where any provision of this Section conflicts with any provision of the County's Cable Ordinance, this Section supersedes the Ordinance.

- b. Payment of Franchise Fees.
  1. Payments due under this provision shall be computed and paid quarterly, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after the dates listed in the previous sentence. A quarterly report shall be

made as hereinafter provided which shall contain the relevant facts necessary for the Grantor to verify the amounts of franchise fee payments.

2. No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim Grantor may have for further or additional sums payable under the provisions of this franchise. All amounts paid shall be subject to audit and recomputation by Grantor.

## **8.2 Faithful Performance Bond**

- a. Upon the effective date of this Franchise, the Grantee shall furnish proof of the posting of a faithful performance bond running to the County with good and sufficient surety approved by the County, in the penal sum of Ten Thousand Dollars (\$10,000.00), or the deposit of \$10,000 in a restricted account satisfactory to the County, conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of this Franchise. Such bond shall be maintained by the Grantee throughout the term of this Franchise.
- b. Grantee shall pay all premiums charged for any bond required under Section 8.2(a) and unless the County Commission specifically directs otherwise, shall keep the same in full force and effect at all times through the later of either:
  - i. The remaining term of this Franchise; or
  - ii. If required by the County, the removal of all of Grantee's system installed in the County's Streets and Public Ways.
- c. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days written notice first being given to the County. The bond shall be subject to the approval of the County Attorney as to its adequacy under the requirements of Section 8.2. During the term of the bond, Grantee shall file with the County a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days prior written notice to the County.
- d. In a form approved by the County, the Grantee may provide an irrevocable letter of credit, guaranty in lieu of bond, or other form of financial assurance in lieu of a faithful performance bond. The alternative form of financial assurance shall give the County substantially the same rights and guarantees provided by a faithful



performance bond.

### **8.3 Damages and Defense**

- a. The Grantee shall defend, indemnify and hold harmless Clackamas County, and its officers, agents, and employees, from and against all claims, damages and penalties, including but not limited to attorney fees, arising as a result of any actions of the Grantee under this Franchise. These claims, damages and penalties shall include, but shall not be limited to: damages arising out of copyright infringement; defamation or anti-trust actions; and all other damages arising out of the Grantee's actions under the franchise or the construction, operation, maintenance or reconstruction of the cable communications system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this franchise.
- b. If the Grantee fails to defend as required in Section 8.3 (a), above, then the Grantee agrees to and shall pay all expenses incurred by Clackamas County, and its officers, agents, and employees, in defending itself with regard to all claims, damages and penalties mentioned in section (a) above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by any employees of the Grantor.

### **8.4 Liability Insurance and Indemnification**

- a. The Grantee shall maintain, throughout the term of the franchise, liability insurance covering any and all claims for damages or injury arising from operations under this franchise, insuring the Grantee in the minimum amounts of:

\$300,000. for personal injury or death to any one person;  
\$300,000. for personal injury or death resulting from any one accident;  
\$300,000. for property damage resulting from any one accident;  
and  
\$300,000. for all other types of liability.

Such insurance shall name as additional insureds Clackamas County, and its officers, agents, and employees, and shall further provide that the policy shall not be modified or canceled during the life of this franchise without giving thirty (30) days written notice to the Grantor.

- b. Grantee shall file with the Grantor certificates of insurance showing up-to-date coverage's, additional insured coverage's, and evidence of

payment of premiums as set forth above. The grantor may review the certificates for compliance of the insurance with section (a). The required coverage shall not be canceled without approval of the Grantor, and failure to maintain required insurance may be considered a breach of this franchise. All insurance shall provide 30 days prior written notice to the Grantor in the event of reduction or cancellation. The minimum amounts of insurance set out in subsection (a) shall be increased from time to time to the extent necessary to provide coverage at least as great as the limits on the Grantor's liability under the Oregon Tort Claims Act.

- c. The Grantee is an insured employer for purposes of the Oregon Workers Compensation Law (ORS Chapter 656) and is solely liable for any workers compensation coverage as to work performed by Grantee under this agreement. Grantee agrees that Grantee and other persons retained by Grantee to perform work under this agreement shall be insured according to ORS 656.407 prior to commencement of work under this agreement, and that Grantee and such persons shall remain so insured during the term of this agreement. The Grantee shall also comply with the Unemployment Compensation Act of the State of Oregon. The Grantee shall provide the Grantor, prior to the effective date of this agreement, with evidence showing protection for its workers under the Workers' Compensation Act and registration with the State Unemployment Compensation Commission.

## **8.5 Incidental Payment**

The Grantee shall pay to the Grantor a sum equal to the entire amount of all of the Grantor's costs incurred in carrying out the franchise renewal process by which this franchise is granted. Full payment shall be made within thirty (30) days after the effective date of the franchise and an account to the Grantee by the Grantor of the costs. These funds shall not be regarded as franchise fees, nor payments in lieu of franchise fees.

## **9. RIGHTS RESERVED TO GRANTOR**

### **9.1 Right to Purchase the System.**

- a. In the event Grantor has declared a forfeiture for cause or otherwise revoked for cause this franchise agreement as provided in Section 11 or 11.2 herein, or in the event of expiration of the initial term of this franchise agreement without the franchise being renewed or extended as provided in Section 11.3(1), the Grantee shall continue its operations for a period of two hundred seventy (270) days under the terms and conditions of this franchise agreement and as required by

Section 11.4 herein, following the date of the forfeiture or revocation or expiration of the initial term, if such continuation of operations is ordered by the Grantor pending the purchase of the whole or part of the system by Grantor or its designee. Within ninety (90) days following the date of forfeiture or revocation or expiration of the initial term, the Grantor may notify the Grantee that it or its designee desires to acquire by purchase all or a portion of the system used by the Grantee in its operation, exclusive of parts of the system essential to Grantee's operation of parts of the system, or of other systems, not acquired, for its fair value. Such notice shall be by resolution or other appropriate writing of the Grantor and shall state a date upon which Grantee shall cease its operations and receive payment as described below.

The fair value of the system for purpose of this subsection (a) shall be determined by mutual agreement between Grantor and the Grantee. If such mutual agreement cannot be reached within sixty (60) days following notification by the Grantor of its desire to purchase the system, then Grantor and Grantee shall submit to a mandatory mediation procedure, as provided for in Section (b), below.

For purposes of revocation or forfeiture under this subsection (a), the fair value of all or part of the system shall be an equitable price for the system or part of the system being acquired, reduced by the amount of any lien, encumbrance, or obligation of the Grantee which Grantor may assume.

For any other purpose under this section, the fair value of all or part of this system shall be its fair market value, determined on the basis of the cable system valued as a going concern but with no value allocated to the franchise itself, reduced by the amount of any lien, encumbrance, or obligation of the Grantee which Grantor may assume.

During any period of continued operation under this section, except as provided in section of this franchise, the Grantee shall not sell, assign, transfer, or lease to any other persons, firm or corporation, any portion of the system used by it in its operations without the prior written consent of the Grantor.

In the event of the Grantor's acquisition of all or portions of Grantee's cable system, as provided herein, Grantee shall use all best efforts to obtain any needed consent to assignment, to the extent any existing and future rental, lease, and lease-purchase arrangements for Grantee's cable system or any facilities to be acquired require any consent to assignment by third (3) parties; and Grantee shall not unreasonably

withhold any consent to assignment of any rental, lease, and lease-purchase arrangements for grantee's cable system or any facilities to be acquired.

- b. If mandatory mediation is initiated pursuant to Section 9.1 (a), both the Grantor and the Grantee shall participate in good faith in the mediation, in a manner determined by the mediator chosen for the process. The mediator shall be chosen from a list of five (5) qualified persons obtained from the American Arbitration Association. The choice of a mediator shall if possible be made by mutual agreement by the Grantor and Grantee; however, if such agreement is not possible, then the mediator shall be chosen by having the Grantor and Grantee alternately eliminate one member of the list of qualified mediators until only one name is left, with the party to be first to eliminate a name determined by a coin toss. The cost of mediation under this Section shall be shared equally by the Grantor and the Grantee.

If agreement regarding the valuation of the system cannot be reached through the mediation process described in this Section, then either the Grantor or the Grantee may file such proceeding as is appropriate in an Oregon court of competent jurisdiction to exercise any rights it may have.

Any final determination of system valuation for the purposes of a proposed purchase of the system by the Grantor, whether proceeding pursuant to subsection 9.1(a) or by any other lawful process, shall be subject to: (1) the Grantor's right within sixty (60) days of final determination of valuation to decide by appropriate resolution or other writing not to acquire all or any part of the system subject to the valuation proceeding; and (2) the Grantor's right to decide to acquire through use of proceeds from the sale of bonds, but subject to and conditioned upon any necessary voter approval of the bond funding and, if applicable, the successful sale of the bonds.

- c. In the event Grantor purchases, acquires, takes over, or holds all or parts of the system pursuant to subsection (a) or through any other lawful process, Grantor shall have the right without limitation to assign, sell, lease, or otherwise transfer its interest in all or parts of the system to any other persons, including any other grantee of a cable communications franchise, on whatever terms Grantor deems appropriate.
- d. The provisions of this section shall be subject to the provisions 47 U.S.C. 627 (Section 547 of the Cable Act), as amended from time to time. It is not intended that this section diminish the rights of either the Grantor or the Grantee under the Act, and any provision of this

section that purports to diminish such rights shall be deemed superseded by the Act.

## **9.2 Right of Inspection of Records**

In order to assist the Grantor in keeping adequate records of the activities of the Grantee under this franchise, the Grantee shall provide the following information in such form as may be required by the Grantor for its records:

- a. With respect to the cable system and its operation authorized under this franchise, and to the extent necessary for the enforcement of this franchise, information pertaining to the operations of the Grantee, any parent company, and any affiliate or cable operator, including but not limited to: the true and entire cost of construction, upgrade and replacement of plant and equipment for the cable system authorized under this franchise, and of the maintenance and of the administration and operation thereof; the amount of stock issued, if any; the amount of cash paid in; the number and par value of shares; the amount and character of indebtedness, if any; interest on debt; wear and tear or depreciation; and all amounts and sources of income;
- b. The amount collected by the Grantee or any parent or affiliate of the Grantee from users of services of the Grantee's cable communications system under this franchise and the character and extent of the service rendered therefore to them.

The information, along with any further data which may be required by the Grantor to adequately understand the information, shall be furnished by the Grantee to the Grantor upon request, and at the Grantee's own cost and expense.

The Grantee shall submit drafts of all contracts with third parties, for provision of cable programming, for approval to Grantor prior to Grantee reaching agreement with the third party. Grantor will not unreasonably withhold approval.

## **9.3 Right to Perform Franchise Fee Audit**

In addition to all rights granted under Section 9.2, the Grantor shall have the right to perform, or cause to have performed, a formal audit of the Grantee's books and records and, as necessary, the books and records of any parent or affiliate company, for the purpose of determining the gross receipts of the Grantee generated in any manner through the operation of the cable system under this franchise and the accuracy of amounts paid as franchise fees to the Grantor by the Grantee, provided that any audit must be commenced not later than three (3) years after the date on which

franchise fees for any period being audited were due. The cost of any such audit shall be borne by the Grantor, except that if through the audit it is established that the Grantee has made underpayment of two (2%) or more in franchise fees than required by this franchise, then the Grantee shall, within thirty (30) days of being requested to do so by the Grantor, reimburse the Grantor for the full cost of the audit.

#### **9.4 Intervention**

The Grantee shall not hinder the Grantor's lawful intervention in any suit or proceeding to which the Grantee is party which may have an effect upon the construction, upgrade, maintenance or operation of the system.

#### **9.5 Right to Require Removal of Property**

At the expiration of the term for which the franchise is granted providing no renewal is granted, or upon its forfeiture or revocation, as provided for herein, the Grantor shall have the right to require the Grantee to remove, at Grantee's own expense, all or any part of the cable communications system from all streets and public ways within the franchise area. If the Grantee fails to do so, the Grantor may perform the work and collect the cost thereof from the Grantee. The actual cost thereof, including direct and indirect administrative costs, shall be a lien upon all plant and property of the Grantee effective upon placement in the lien books of the Grantor. Notwithstanding the other provisions of this section, the Grantee, by written notice to the Grantor, may elect to abandon underground cable in place, in which event the Grantee shall have no further obligation hereunder as to the abandoned cable; except that the Grantor may nevertheless, by written notice, require the Grantee to remove cable as deemed necessary by the Grantor to provide space for other authorized uses or to accomplish or enable the accomplishment of other public purposes.

#### **9.6 Inspection of Facilities.**

Grantor may inspect upon request any of the Grantee's facilities and equipment, not readily visible in the public right-of way, to confirm compliance with this Agreement at any time upon at least twenty-four (24) hours notice, or, in case of an emergency, upon demand without prior notice.

## **10. RIGHTS OF INDIVIDUALS PROTECTED**

### **10.1 Discriminatory Practices Prohibited**

- a. The Grantee shall not deny service, deny access, or otherwise unlawfully discriminate against subscribers, programmers, or persons on the basis of race, color, religion, national origin, sex, age, disability, income, or, except as otherwise provided herein, the area in which such person lives. The Grantee shall comply at all times with all applicable federal, state, or local laws, rules and regulations relating to nondiscrimination.
- b. The Grantee shall use best efforts to assure maximum practical availability of Grantee services and facilities to all subscribers, regardless of disability, including the provision of a remote control device to those subscribers who are mobility limited, or where a member of the subscriber's household is mobility limited.
- c. For hearing impaired customers, the Grantee shall provide information concerning the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired. In addition, the Grantee must have TDD/TTY (or equivalent) equipment at the company office, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the company.
- d. Upon request by a subscriber or potential subscriber, the Grantee shall make a reasonable effort as determined by Grantor and as required by the Federal Government to provide information required under Section 7.7.7, or otherwise provided in the normal course of business, in both English and the primary language of the requestor.
- e. Nothing in this Section shall be construed to prohibit: 1) the temporary reduction or waiving of rates and charges in conjunction with promotional campaigns; or 2) Grantee from offering reasonable discounts to senior citizens or discounts to economically disadvantaged citizens.

### **10.2 Unauthorized Monitoring or Cable Tapping Prohibited**

The Grantee shall not, nor shall Grantee allow any other person, agency, or entity to tap, or arrange for the tapping, of any cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, without the subscriber's written consent or a valid court order or a valid request from a law enforcement agency permitting the tapping.

### **10.3 Privacy and Other Rights**

The Grantee and the Grantor shall maintain constant vigilance with regard to possible abuses of the right of privacy and any other civil right of any subscriber, programmer, or person resulting from any device or signal associated with the cable communications system. The Grantee shall not place in the building, structure or any facility of any subscriber any equipment capable of two-way communications without the written consent of the subscriber, revocable at the discretion of the subscriber, and shall not utilize the two-way communications capability of the system for unauthorized or illegal subscriber surveillance of any kind. For purposes of this subsection, tenants who occupy premises shall be deemed to be subscribers, regardless of who actually pays for the service. Written consent, as required herein, shall not be required of any subscriber by Grantee as a condition of receiving any other cable service.

### **10.4 Permission of Property Owner Required**

No cable, line, wire, amplifier, converter, or other piece of equipment owned by the Grantee shall be installed by the Grantee without first securing the written permission of the owner or tenant of any property involved except where there is an existing utility easement or other easement reserved by plat or other conveyance. If such permission or easement is later lawfully revoked, whether by the original or a subsequent owner or tenant or Grantor, the Grantee shall remove forthwith on request of the owner or tenant any of its equipment and promptly restore the property to its original condition. The Grantee shall perform all installations and removals in a workmanlike manner and shall be responsible for any damage to residences or other property caused by the installation.

### **10.5 Sale of Subscriber Lists and Personalized Data Prohibited**

The Grantee shall be subject to 47 U.S.C Section 631 (Section 551 of the Cable Act), as amended from time to time, regarding limitations on the cable company's collection and use of personally identifiable information, and other issues involving the protection of subscriber privacy.

The Grantee shall inform each subscriber, at intervals of no more than one (1) year that certain information is supplied to the Grantor as needed to ensure compliance with the franchise.

### **10.6 Landlord - Tenant**

Grantee shall provide to individual units of a multiple housing facility, such as a duplex, apartment or condominium unit, all services offered to



other dwelling units within the franchise area, providing the owner of the facility consents in writing, if requested by Grantee, as follows:

- a. To Grantee's providing the services to units of the facility;
- b. To reasonable conditions and times for installation, maintenance and inspection of the system on facility premises;
- c. To reasonable conditions promulgated by Grantee to protect Grantee's equipment and to encourage widespread use of the system; and
- d. To not demand payment from Grantee for permitting Grantee to provide service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive cable service and those who do not.

However, Grantee shall have no obligation to provide service if the cost of installation per unit exceeds the Grantee's published per foot rate for line extension construction multiplied by one hundred twenty-five (125) feet. To determine unit costs, the total project cost is divided by the number of units. The total project cost shall include only the costs of cable installed on the property including line extension and pre/post wiring of the units.

## **11. TERMINATION AND EXPIRATION**

### **11.1 Revocation**

In addition to any rights set out elsewhere in this document, the Grantor reserves the right to declare a forfeiture or otherwise revoke this franchise, and all rights and privileges pertaining thereto, in the event that:

- a. the Grantee is in violation of any material provision of the franchise agreement after application by the Grantor of a remedy lesser than franchise revocation pursuant to this franchise agreement, and fails to correct the violation after written notice of the violation and proposed forfeiture and a reasonable opportunity thereafter to correct the violation;
- b. the Grantee or the Guarantor becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
- c. the Grantee is found to have engaged in fraud or deceit upon the Grantor, persons or subscribers;
- d. the Grantee fails to obtain and maintain any permit required by any

federal or state regulatory body, relating to the construction, maintenance and operation of the system; provided, however, that the Grantee shall be allowed a reasonable time to cure failure to obtain any permit; or

- e. the Grantee fails to maintain the full amount of its insurance or to post a performance bond as required under the terms of this franchise.

Upon the occurrence of one of the events set out above, following ten (10) days written notice to Grantee of the occurrence and the proposed forfeiture and an opportunity for Grantee to be heard, Grantor may by ordinance declare a forfeiture. In a hearing of the Grantee, the Grantee shall be afforded due process rights as if the hearing were a contested case hearing subject to ORS Chapter 183, including the right to subpoena and cross-examine witnesses, to subpoena documents, and to require that all testimony be on the record. Findings from the hearing shall be written, and shall stipulate the reasons for the Grantor's decision. In the event that the Grantee believes that the Grantor improperly has declared a forfeiture, the Grantee may file such proceeding as is appropriate in a court of competent jurisdiction to determine whether the Grantor properly has declared a forfeiture. If a forfeiture is lawfully declared, all rights of the Grantee shall immediately be divested without a further act upon the part of the Grantor.

## **11.2 Receivership**

The Grantor shall have the right, subject to federal law, to declare a forfeiture or otherwise revoke this franchise one hundred and twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless;

- a. within one hundred and twenty (120) days after his or her election or appointment, such receiver or trustee shall have been approved by Grantor and shall fully have complied with all the provisions of the franchise and remedied all defaults thereunder; and,
- b. such receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by Grantor, as well as the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of the franchise, and agrees to accept responsibility for and to correct all past defects known and unknown if discovered

in performance of franchise obligations.

### **11.3 Expiration**

Upon expiration of the franchise, Grantor shall have the obligation to abide by the renewal provisions of the Cable Communications Policy Act of 1984, the 1992 Cable Act, and the Telecommunications Act of 1996, as amended from time to time. It is not intended that this section diminish the rights of either the Grantor or the Grantee under the Act, and any provisions of this section that purports to diminish such rights shall be deemed superseded by the Act.

### **11.4 Continuity of Service Mandatory**

It shall be the right of all subscribers to receive all available services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the system, or Grantor revokes or fails to renew the franchise, the Grantee shall make its best effort to ensure that all subscribers receive continuous uninterrupted service, regardless of the circumstances, during the lifetime of the franchise.

In the event of purchase, lease-purchase, condemnation, acquisition, taking over and holding of plant and equipment, sale, lease or other transfer to any other person, including any other grantee of a cable communications franchise, the Grantee shall continue its operations for a period of two hundred seventy (270) days under the terms and conditions of this franchise agreement following the date of the transfer, if such continuation of operations is ordered by the Grantor with a view to maintaining continuity of service to all subscribers.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1 Compliance with Laws**

The Grantee shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all general ordinances, resolutions, rules and regulations of the Grantor heretofore or hereafter adopted or established during the entire term of this franchise, provided that any such ordinances, resolutions, rules and regulations of the Grantor hereafter adopted or established shall not conflict or interfere with the existing rights of the Grantee hereunder.

## **12.2 Severability and Preemption.**

If any section, subsection, clause, phrase, term, provision, condition, covenant or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of this Franchise shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law.

If any material provision of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal law, rules, regulations or decision so that the intent of these provisions is frustrated, the parties agree to immediately negotiate replacement provisions to fulfill the purpose and intent of the superseded provisions consistent with applicable law.

In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County, and any amendments to this franchise negotiated pursuant to this section as a result of such provision being preempted shall no longer be of any force or effect.

## **12.3 Captions**

The captions to sections throughout this franchise agreement are intended solely to facilitate reading and reference to the sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this franchise agreement.

## **12.4 No recourse Against the Grantor**

The Grantee shall have no recourse whatsoever against the Grantor or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this franchise agreement or any part thereof is determined to be invalid.

## **12.5 Nonenforcement by Grantor**

The Grantee shall not be relieved of its obligations to comply with any of the provisions of this franchise agreement by reason of any failure of the Grantor to enforce prompt compliance.

## **12.6 Force Majeure**

If by reason of force majeure the Grantee is unable in whole or in part to carry out its obligations hereunder, the Grantee shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of the government of the United States of America, or of the State of Oregon, or their departments, agencies, political subdivisions, or officials; acts of any civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; volcanic activity; storms; unusually heavy snowfall and snow emergencies; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; and similar occurrences outside the control of the Grantee. The Grantee agrees, however to give its best efforts to remedy as soon as possible, under the circumstances, the cause or causes preventing Grantee from carrying out its responsibilities and duties under this franchise agreement.

## **12.7 Entire Agreement**

This franchise agreement contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

## **12.8 Consent**

Wherever the consent or approval of either the Grantee or the Grantor is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

## **12.9 Time Limit for Grantee Communications**

All communications with the County by the Grantee referred to in this Franchise shall be made through the Office of the County Cable Franchise Manager, unless otherwise specified in this Franchise. Grantee shall provide any written communication required by this Franchise within sixty (60) days of being requested to do so by the Grantor, in each case in which no other specific minimum time limit for a communication is identified in the Franchise.

#### **12.10 Consistency of Franchise with Cable Act**

The parties intend and believe that all of the provisions hereof are consistent with and permitted by the Cable Communications Policy Act of 1984, and the Cable Act of 1992, and the Telecommunications Act of 1996.

#### **12.11 Comparability of Other Cable Franchises**

- a. If the Grantor issues a franchise to a cable operator to enter upon the streets and public rights of way for the purpose of operating a Cable System to provide Cable Service to any part of the franchise area, the Grantor shall ensure that, considering all the circumstances, including any limitations on its regulatory authority, the material provisions of such other franchise are, taken together, reasonably comparable to the material provisions of this Franchise.
- b. In the event the County's decision to issue, or not to issue, a franchise that may be subject to the preceding paragraph is challenged, Grantee shall indemnify the Grantor, its officials, commissions, commissioners, agents and employees and hold them harmless against any claims, suits, causes of action, proceedings and judgments, whether for damages or equitable relief, and shall pay the Grantor's costs incurred in defending against the same.
- c. The Grantee agrees that its sole remedy under this provision is to seek injunctive relief to prevent the issuance of a franchise which would violate the first paragraph.
- d. No provision of this section shall be enforceable unless all are enforceable.

If, after the effective date of this Franchise, the Grantor enters into or authorizes a franchise permit, license or other agreement of any kind with any Person other than Grantee to enter the streets for the construction and operation of a Cable System providing Cable Services to Residential Subscribers within any part of grantee's Franchise Area in which Grantee is actually providing Cable Services, the material provisions of such agreement taken together shall be reasonably comparable to those contained in this Franchise, insofar as this does not conflict with applicable law. However, nothing in Section 13.11 shall limit or prevent the Grantor from issuing any franchise, permit license or other agreement of any kind for all of Grantee's Franchise Area or any portion thereof that provides for greater requirements or for a higher level of Cable Services to Subscribers, than that required of Grantee under this Franchise.

## **12.12 Franchise Review**

During the six (6) month period beginning five (5) years after the effective date of this franchise, the Grantor and Grantee shall undertake a review of Grantee's system and performance to date, in order to determine whether Grantee must upgrade the system as described in Section 4.1 of the franchise. Criteria for upgrade will be based on general parity of overall cable service with other contiguous cable operators providing cable service in the area, community need, market and economic viability. System review and plan for upgrade, if needed, must be submitted to the Grantor by the beginning of the sixth (6th) year from the date of the contract.

## **12.13 Notice**

Any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such address as the receiving party specifies in writing:

|                    |                                                                                                                                          |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| If to the County:  | Administrative Services Manager<br>Clackamas County<br>Public and Government Affairs Department<br>2051 Kaen Rd<br>Oregon City, OR 97045 |
| If to the Grantee: | Government Camp Cable, Inc.<br>P. O. Box 10<br>Government Camp, OR 97028                                                                 |

## **12.14 Time is of the Essence**

Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure, Grantee's performance shall be excused during the affected time periods and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers, employees or agents.





IN WITNESS WHEREOF, the COUNTY has caused these presents to be executed by its Board of County Commissioners and GOVERNMENT CAMP CABLE, INC., has caused these presents to be signed by its Owner.

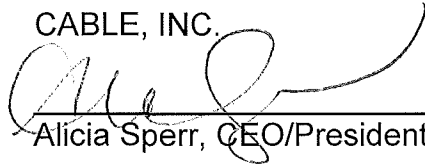
BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Jim Bernard, Chair

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

\_\_\_\_\_  
Date

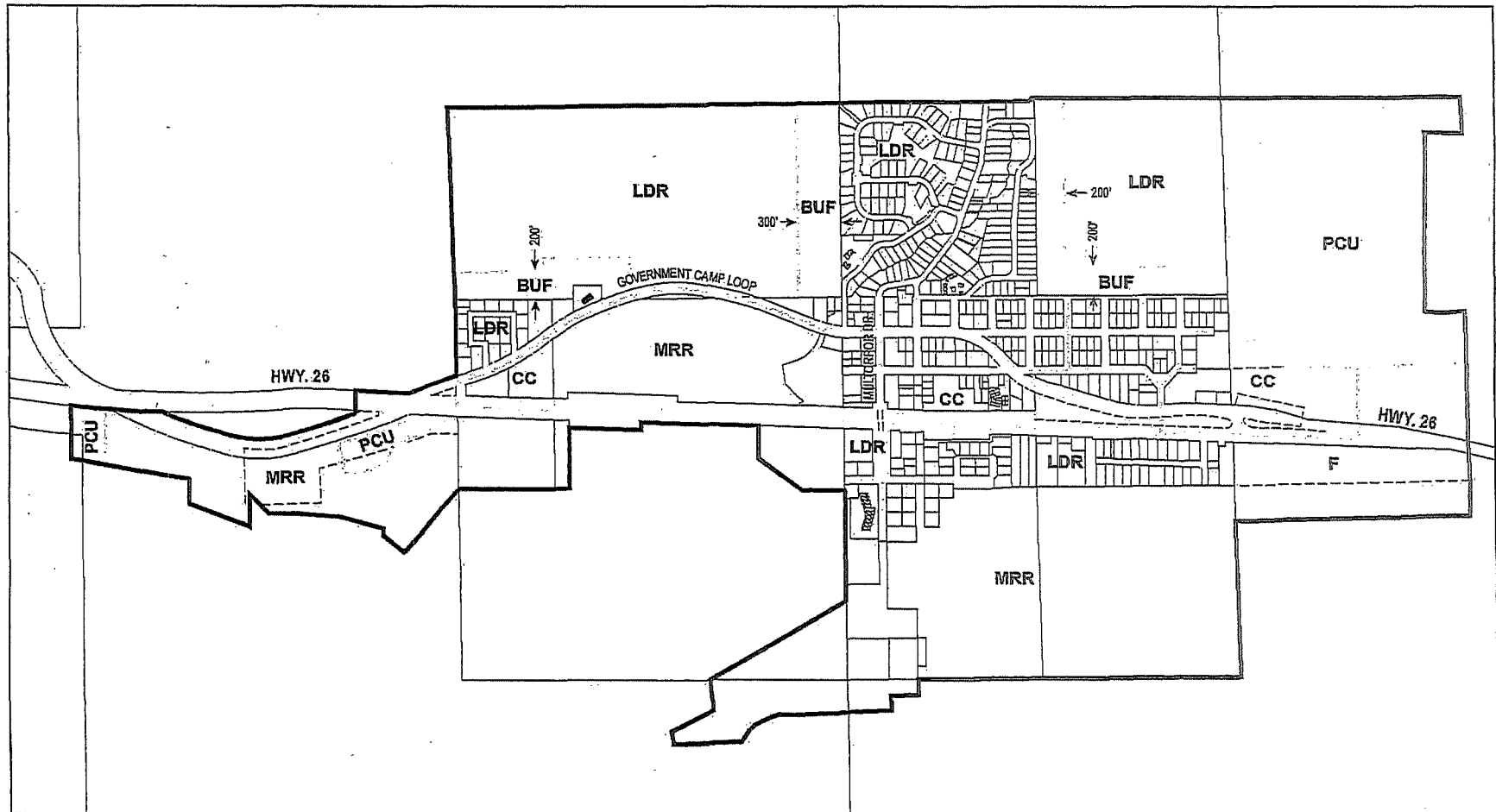
GOVERNMENT CAMP  
CABLE, INC.

  
\_\_\_\_\_  
Alicia Sperr, CEO/President

3-30-17  
\_\_\_\_\_  
Date

EXHIBIT A: MAP OF FRANCHISE SERVICE AREA

[Insert Latest Map of the Expanded Franchise Area]



## Government Camp Village Plan Land Use Plan & Boundary

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

CLACKAMAS COUNTY  
COMPREHENSIVE PLAN

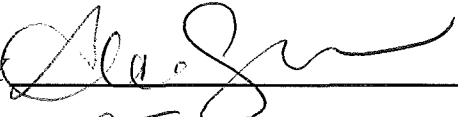
**MAP X-MH-4**

OCTOBER 18, 2000

EXHIBIT B: ACCEPTANCE

The undersigned, Government Camp Cable, Inc., does hereby accept the Franchise granted and does hereby agree that it will comply with and abide by all of the provisions, terms and conditions of the Franchise, subject to applicable federal, state and local law.

GOVERNMENT CAMP CABLE, INC.

BY   
TITLE CFO  
DATE 3-30-17



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

April 27, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Funding Agreement between the Clackamas County Development Agency and  
North Clackamas School District

|                                        |                                                                                                                                                 |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | This agreement authorizes funding to the North Clackamas School District for construction of improvements to Mt. Scott Elementary School        |
| <b>Dollar Amount and Fiscal Impact</b> | \$2,500,000 of urban renewal funds.                                                                                                             |
| <b>Funding Source</b>                  | Funding is from already accumulated tax increment funds in the Clackamas Town Center Urban Renewal Area.                                        |
| <b>Duration</b>                        | The agreement will terminate 20 years from the effective date or 15 years from substantial completion of the project, whichever is sooner.      |
| <b>Previous Board Action</b>           | Board approval of a substantial amendment to the Clackamas Town Center Area Development Plan, which provides authorization to fund the project. |
| <b>Strategic Plan Alignment</b>        | Build a Strong Infrastructure<br>Ensure safe, healthy and secure communities                                                                    |
| <b>Contact Person</b>                  | David Queener, Development Agency Supervisor 503.742.4322                                                                                       |
| <b>Contract No.</b>                    | N/A                                                                                                                                             |

**BACKGROUND:**

In March 2013, as part of the Clackamas Town Center Urban Renewal District Final Recommended Work Program, the Board directed staff to work with four overlapping taxing districts to identify partnership opportunities on needed district projects. In working with the North Clackamas School District, improvements to Mt. Scott Elementary School was identified as the most pressing need for the area. While this school was within the Urban Renewal District boundary and was consistent with the Clackamas Town Center Area Development Plan goals, the Plan lacked a project that aligns with the proposed improvements. In order to provide funding to the School District as directed by the Board, the Plan needed to be amended to add improvements to Mt. Scott Elementary as a project.

On January 12, 2017 the Board approved an ordinance that amended the Plan to include the Mt. Scott Elementary School improvements. The ordinance became effective on April 12, 2017, 90 days after Board approval.

The School District is prepared to proceed with construction of improvements to Mt. Scott Elementary that includes new classrooms, expanded cafeteria space and improved facilities for special needs students. The Agency is willing to provide funding toward the project.

The Funding Agreement stipulates that the Agency will provide \$2,500,000 for the project and the District will complete design within two (2) years and construct the improvements within five (5) years.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve and sign the Funding Agreement between the North Clackamas School District and the Development Agency.

Respectfully submitted,

Dan Johnson, Manager  
Development Agency

**NORTH CLACKAMAS SCHOOL DISTRICT  
FUNDING AGREEMENT**

This Agreement is entered into and is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon (the "Agency"), and North Clackamas School District No.12 (the "District"). The Agency and the District hereby agree as follows:

**RECITALS:**

- A. The Agency administers the Clackamas Town Center Area Development Plan (the "Plan") pursuant to ORS Chapter 457. The Plan was duly adopted and approved by the Board of County Commissioners on December 30, 1980, and most recently amended on April 12, 2017.
- B. The District is an entity organized for the purpose of providing educational facilities and services in North Clackamas County and the surrounding area.
- C. In April 2013, the Clackamas County Board of Commissioners (the "Board") directed staff to identify partnership opportunities with the overlapping taxing districts affecting properties within the boundaries designated by the Plan.
- D. On February 4, 2014, the Board approved the allocation of \$2,500,000 (the "Agency Funds") to the District to use for improvements to District facilities.
- E. The District has requested that the Agency provide funding to assist with construction of improvements to Mt. Scott Elementary School (the "Project"). In exchange for such funding, the District is willing to develop, construct, maintain and operate the Project in accordance with the terms and conditions of this Agreement and to use the Project in conformity with the Plan and applicable law.
- F. Mt. Scott Elementary School serves and benefits the Clackamas Town Center Urban Renewal Area ("Development Area") by providing educational and community facilities to residents of the area. While the school is within the Development Area boundary and is consistent with the Plan goals, the Plan lacked a specific project for improvements to the school until recently.
- G. The Plan was recently amended to include improvements to Mt. Scott Elementary as a project, which will increase the size of the building, increase capacity and address a substandard cafeteria and improved facilities for students with special needs.
- H. The Agency is willing to allocate funds to the District for the purpose set forth herein. The funding for such purposes by the Agency to District is subject to the conditions provided in this Agreement.

**AGREEMENT:**

**Section 1: Operation of Mt. Scott Elementary School; Uses of Proceeds**

- A. Within two (2) years of the effective date of this agreement, the District agrees to select and contract with a consultant to prepare design and construction related documents

consistent with the Project Description, **Exhibit “A”**. The plans, drawings and other documents as may be required for the Project shall be submitted to the appropriate governmental bodies for the purpose of compliance with all codes, regulations, and other requirements for the construction of the project.

B. Within five (5) years of the effective date of this Agreement, the District agrees to develop and construct the Project substantially as provided in the Project Description, **Exhibit “A”**. The Project shall be in full compliance with requirements of the Plan, the Land Development Code of Clackamas County and all other applicable laws.

C. During the term of this Agreement, the Agency will cooperate with the District in its efforts to develop the Project, including the review, approval, execution and/or delivery of documents in a timely manner to allow the District to submit documents to governmental bodies in accordance with this Section 1.

### **Section 2: Operation of Completed Facilities; Use of Proceeds**

A. Upon completion of the Project, the District or its successors agrees to maintain and operate the Project or cause it to be operated as educational facilities for the District. The District shall maintain and operate the completed Project for the purpose stated herein for at least fifteen (15) years from the date of substantial completion of the Project.

B. At all times the District or its successors shall own, and have all ownership responsibility and duties regarding the Project. Such ownership is subject to the terms of this agreement.

### **Section 3: Funding**

A. In consideration of the obligations undertaken by the District pursuant to this Agreement, the Agency agrees to allocate \$2,500,000 (the “Agency Funds”) for the purposes discussed above and subject to the terms and conditions provided herein.

B. In the event the Agency Funds are not used for the purpose expressly provided in Section 1 and 2 of this Agreement, or where the District has defaulted under this Agreement, the Agency may require the District to reimburse all or part of such, as provided below in Section 4C.

### **Section 4: Disbursement of Funds; Security for Performance**

A. The Plan specifically authorizes the Agency to make funds available to fund the development of the Project, described herein. Pursuant to specific direction from the Board, the Agency shall make the Agency Funds available to the District for development and construction of the Project from the allocated funds as more specifically described in Section 3A of this Agreement, and as authorized by ORS Chapter 457.

B. Within 60 days of the Effective Date of this Agreement, the Agency shall transfer the Agency Funds to the District.

C. In the event the District is in default of its obligations under either Section 1 or Section 2 of this Agreement, then the Agency shall be entitled to recover from the District or its successors or assigns up to the full amount of the funds directed to the District in connection with the Project. Amounts recoverable under this subsection shall be determined by evaluating



the scope of the default and the default's effect on the Plan's goal. If the Agency intends to recover funds under this subsection, the Agency shall provide the District with reasonable written notice of the default as well as a reasonable opportunity for the District to cure and/or explain such default.

**Section 5: Termination**

So long as there is no outstanding event of default, this Agreement shall terminate twenty (20) years from the date of the execution of this Agreement, or fifteen (15) years from the date of substantial completion of the Project, whichever is sooner.

**Section 6: Indemnification**

- A. Subject to the tort limitations in the Oregon Tort Claims Act and Oregon Constitution, Agency agrees to indemnify, save harmless and defend the District, its officers, Board of Directors, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of Agency or Agency's officers, owners, employees, agents, or its subcontractors or anyone over which Agency has a right to control related to this Agreement
  
- B. Subject to the tort limitations in the Oregon Tort Claims Act and the Oregon Constitution, District agrees to indemnify, save harmless and defend Agency, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the District or the District's officers, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control, related to this Agreement.

**Section 7: Nonliability of Officials and Employees**

No official or employee of the Agency shall be personally liable to the District for any obligation under the terms of this Agreement.

No official or employee of the District shall be personally liable to the Agency for any obligation under the terms of this Agreement.

**Section 8: Nonwaiver of Government Rights**

This Agreement is no way intended to limit, restrict or modify the rights of Clackamas County or any other governmental agency to exercise ordinary police powers over the Project.

**Section 9: General Provisions**

A. **Prior Agreements.** This instrument is the entire, final and complete Agreement of the parties pertaining to the rights and obligations of the parties with respect to the Project and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives in connection therewith. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

B. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given and actually delivered in person or deemed delivered 48 hours after having been deposited in the United States Mail as certified mail addressed to the addresses set forth below:

to: North Clackamas School District  
Attn: Assistant Superintendent  
12400 SE Freeman Way  
Milwaukie, Oregon 97222

to: Clackamas County Development Agency  
Attn: Agency Manager  
150 Beaver Creek Road  
Oregon City, Oregon 97045

or as addressed in such other way in respect to either party, as that party may from time to time designate in writing dispatched as provided in this Section.

C: **Amendments.** This Agreement may be amended, modified or extended only by written instrument executed by both parties.

D: **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

E: **Binding Effect.** Covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

F: **Execution and Counterparts.** This Agreement may be executed in any number of counterparts each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

H: **Non-Assignment.** This Agreement may not be assigned in whole or in part without the prior written consent of Agency, which may withhold its consent in its sole discretion.

I: **Subleasing.** The Project may not be subleased without prior written consent of Agency, which may withhold its consent in its sole discretion.

I: **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

J: **Waiver.** The Agency and District shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS WHEREOF, the Agency and the District have executed this Agreement as of the date first above written.

**“AGENCY”**

BOARD OF COUNTY COMMISSIONERS acting as  
the governing body of the Clackamas County  
Development Agency

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

Chair

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

Recording Secretary

**“DISTRICT”**

North Clackamas School District

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

Superintendent

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

Improvements to Mt. Scott Elementary School will include the following:

- Addition of 4 new classrooms
- Remodel and expansion of the existing cafeteria
- Enhanced facilities for students with special needs.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Brown and Caldwell, Inc. and Clackamas County Service District No. 1  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                            |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with the Surface Water Management Agency of Clackamas County based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                        |
| <b>Funding Source</b>                  | Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.                                                                                                                                                                                                                                      |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                      |
| <b>Previous Board Action</b>           | Amendment #1 approval: 081816 VII. 8.                                                                                                                                                                                                                                                                                              |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"><li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li><li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li></ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                      |

**BACKGROUND:**

On July 14, 2015, the Clackamas County Service District No. 1 ("District") entered into a contract with Brown and Caldwell, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated July 14, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve Amendment #2 to the Contract Documents with Brown and Caldwell, Inc. and the Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH BROWN AND CALDWALL, INC. FOR  
ON-CALL SURFACE WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Brown and Caldwell, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on July 14, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
|------------------------------|------------------|--------------------------|
| Original Contract            | \$               | 125,000.00               |
| Amendment #1 / Renewal #1    | \$               | 125,000.00               |
| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Brown and Caldwell, Inc.  
6500 SW Macadam Ave., Ste. 200  
Portland OR 97239

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-977-6618  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

015248-26  
Oregon Business Registry #

FBC / California  
Entity Type / State of Formation

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with the Surface Water Management Agency of Clackamas County based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                           |
| <b>Funding Source</b>                  | Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.                                                                                                                                                                                                                                         |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                         |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 10.                                                                                                                                                                                                                                                                                        |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                         |

**BACKGROUND:**

On June 22, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Herrera Environmental Consultants, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 22, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve Amendment #2 to the Contract Documents with Herrera Environmental Consultants, Inc. and the Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH HERRERA ENVIRONMENTAL  
CONSULTANTS, INC. FOR ON-CALL SURFACE WATER TECHNICAL SERVICES -  
2015**

This Amendment is entered into between **Herrera Environmental Consultants, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 22, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |           |                   |
|------------------------------|-----------|-------------------|
| Original Contract            | \$        | 125,000.00        |
| Amendment #1 / Renewal #1    | \$        | 125,000.00        |
| <b>Amendment #2</b>          | <b>\$</b> | <b>125,000.00</b> |
| <b>Total Contract Amount</b> | <b>\$</b> | <b>375,000.00</b> |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Herrera Environmental Consultants, Inc.  
24 NW 2<sup>nd</sup> Ave, Ste. 204  
Portland OR 97209

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

519530-82  
Oregon Business Registry #

FBC / Washington  
Entity Type / State of Formation

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Otak, Inc. and Clackamas County Service District No. 1  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                            |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with the Surface Water Management Agency of Clackamas County based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                        |
| <b>Funding Source</b>                  | Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.                                                                                                                                                                                                                                      |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                      |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 4.                                                                                                                                                                                                                                                                                      |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"><li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li><li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li></ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                      |

**BACKGROUND:**

On June 3, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Otak, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve Amendment #2 to the Contract Documents with Otak, Inc. and the Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH OTAK, INC. FOR ON-CALL SURFACE  
WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Otak, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 3, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
|------------------------------|------------------|--------------------------|
| Original Contract            | \$               | 125,000.00               |
| Amendment #1 / Renewal #1    | \$               | 125,000.00               |
| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Otak, Inc.  
6808 SW 3<sup>rd</sup> Ave., Ste. 300  
Portland OR 97204

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-287-6825 / 503-415-2304  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

053321-17  
Oregon Business Registry #

\_\_\_\_\_  
Chair

DBC / Oregon  
Entity Type / State of Formation

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Parametrix, Inc. and Clackamas County Service District No. 1  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with the Surface Water Management Agency of Clackamas County based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                           |
| <b>Funding Source</b>                  | Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.                                                                                                                                                                                                                                         |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                         |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 6.                                                                                                                                                                                                                                                                                         |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                         |

**BACKGROUND:**

On June 3, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Parametrix, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve Amendment #2 to the Contract Documents with Parametrix, Inc. and the Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH PARAMETRIX, INC. FOR ON-CALL  
SURFACE WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Parametrix, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 3, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
|------------------------------|------------------|--------------------------|
| Original Contract            | \$               | 125,000.00               |
| Amendment #1 / Renewal #1    | \$               | 125,000.00               |
| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Parametrix, Inc.  
700 NE Multnomah St., Suite 1000  
Portland OR 97232

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-416-6168  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

080125-93  
Oregon Business Registry #

\_\_\_\_\_  
Chair

FBC / Washington  
Entity Type / State of Formation

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Waterways Consulting, Inc. and Clackamas County Service District No. 1  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with the Surface Water Management Agency of Clackamas County based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                           |
| <b>Funding Source</b>                  | Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.                                                                                                                                                                                                                                         |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                         |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 2.                                                                                                                                                                                                                                                                                         |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                         |

**BACKGROUND:**

On June 22, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Waterways Consulting, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 22, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve Amendment #2 to the Contract Documents with Waterways Consulting, Inc. and the Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH WATERWAYS CONSULTING, INC. FOR  
ON-CALL SURFACE WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Waterways Consulting, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 22, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
|------------------------------|------------------|--------------------------|
| Original Contract            | \$               | 125,000.00               |
| Amendment #1 / Renewal #1    | \$               | 125,000.00               |
| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Waterways Consulting, Inc.  
1020 SW Taylor St., Ste. 380  
Portland OR 97205

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-227-5979  
\_\_\_\_\_  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

932855-92  
\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
Chair

FBC / California  
\_\_\_\_\_  
Entity Type / State of Formation

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Brown and Caldwell, Inc. and the Surface Water Management Agency of Clackamas County  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with Clackamas County Service District No. 1 based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                                           |
| <b>Funding Source</b>                  | Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.                                                                                                                                                                                                                             |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                         |
| <b>Previous Board Action</b>           | Amendment #1 approval: 081816 VII. 9.                                                                                                                                                                                                                                                                                                 |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                         |

**BACKGROUND:**

On July 14, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Brown and Caldwell, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated July 14, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve Amendment #2 to the Contract Documents with Brown and Caldwell, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH BROWN AND CALDWALL, INC. FOR  
ON-CALL SURFACE WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Brown and Caldwell, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on July 14, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
|------------------------------|------------------|--------------------------|
| Original Contract            | \$               | 125,000.00               |
| Amendment #1 / Renewal #1    | \$               | 125,000.00               |
| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Brown and Caldwell, Inc.  
6500 SW Macadam Ave., Ste. 200  
Portland OR 97239

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-977-6618  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

015248-26  
Oregon Business Registry #

FBC / California  
Entity Type / State of Formation

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Herrera Environmental Consultants, Inc. and the Surface Water Management  
Agency of Clackamas County  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with Clackamas County Service District No. 1 based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                                           |
| <b>Funding Source</b>                  | Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.                                                                                                                                                                                                                             |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                         |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 11.                                                                                                                                                                                                                                                                                        |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                         |

**BACKGROUND:**

On June 22, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Herrera Environmental Consultants, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 22, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve Amendment #2 to the Contract Documents with Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH HERRERA ENVIRONMENTAL  
CONSULTANTS, INC. FOR ON-CALL SURFACE WATER TECHNICAL SERVICES -  
2015**

This Amendment is entered into between **Herrera Environmental Consultants, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 22, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |           |                   |
|------------------------------|-----------|-------------------|
| Original Contract            | \$        | 125,000.00        |
| Amendment #1 / Renewal #1    | \$        | 125,000.00        |
| <b>Amendment #2</b>          | <b>\$</b> | <b>125,000.00</b> |
| <b>Total Contract Amount</b> | <b>\$</b> | <b>375,000.00</b> |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Herrera Environmental Consultants, Inc.  
24 NW 2<sup>nd</sup> Ave, Ste. 204  
Portland OR 97209

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

519530-82  
Oregon Business Registry #

FBC / Washington  
Entity Type / State of Formation

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Otak, Inc. and the Surface Water Management Agency of Clackamas County  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                               |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with Clackamas County Service District No. 1 based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                                           |
| <b>Funding Source</b>                  | Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.                                                                                                                                                                                                                             |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                         |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 5.                                                                                                                                                                                                                                                                                         |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                         |

**BACKGROUND:**

On June 3, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Otak, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve Amendment #2 to the Contract Documents with Otak, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH OTAK, INC. FOR ON-CALL SURFACE WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Otak, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 3, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
|------------------------------|------------------|--------------------------|
| Original Contract            | \$               | 125,000.00               |
| Amendment #1 / Renewal #1    | \$               | 125,000.00               |
| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Otak, Inc.  
6808 SW 3<sup>rd</sup> Ave., Ste. 300  
Portland OR 97204

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-287-6825 / 503-415-2304  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

053321-17  
Oregon Business Registry #

\_\_\_\_\_  
Chair

DBC / Oregon  
Entity Type / State of Formation

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Parametrix, Inc. and the Surface Water Management Agency of Clackamas County  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                            |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with Clackamas County Service District No. 1 based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                                        |
| <b>Funding Source</b>                  | Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.                                                                                                                                                                                                                          |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                      |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 7.                                                                                                                                                                                                                                                                                      |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"><li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li><li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li></ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                      |

**BACKGROUND:**

On June 3, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Parametrix, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve Amendment #2 to the Contract Documents with Parametrix, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH PARAMETRIX, INC. FOR ON-CALL  
SURFACE WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Parametrix, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 3, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
|------------------------------|------------------|--------------------------|
| Original Contract            | \$               | 125,000.00               |
| Amendment #1 / Renewal #1    | \$               | 125,000.00               |
| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Parametrix, Inc.  
700 NE Multnomah St., Suite 1000  
Portland OR 97232

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-416-6168  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

080125-93  
Oregon Business Registry #

\_\_\_\_\_  
Chair

FBC / Washington  
Entity Type / State of Formation

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with  
Waterways Consulting, Inc. and the Surface Water Management Agency of Clackamas County  
for On-Call Surface Water Technical Services - 2015

|                                        |                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose/Outcomes</b>                | Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.                                                                                                                                            |
| <b>Dollar Amount and Fiscal Impact</b> | Total annual value of \$125,000 split proportionately with Clackamas County Service District No. 1 based on actual work performed under the Contract, with a cumulative total of \$375,000.                                                                                                                                        |
| <b>Funding Source</b>                  | Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.                                                                                                                                                                                                                          |
| <b>Duration</b>                        | July 1, 2017 to June 30, 2018                                                                                                                                                                                                                                                                                                      |
| <b>Previous Board Action</b>           | Amendment/Renewal #1 approval: 081816 VII. 3.                                                                                                                                                                                                                                                                                      |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"><li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li><li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li></ol> |
| <b>Contact Person</b>                  | Ron Wierenga, WES Surface Water Program Manager, 503-742-4581                                                                                                                                                                                                                                                                      |

**BACKGROUND:**

On June 22, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Waterways Consulting, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 22, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. On August 18, 2016, the Board of County Commissioners approved and executed Amendment/Renewal #1.

The District wishes to amend the contract and utilize the second of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 17-18, resulting in a cumulative contract total of \$375,000.

The amendment was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve Amendment #2 to the Contract Documents with Waterways Consulting, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH WATERWAYS CONSULTING, INC. FOR  
ON-CALL SURFACE WATER TECHNICAL SERVICES - 2015**

This Amendment is entered into between **Waterways Consulting, Inc.** (“Contractor”) and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (“Districts”) and it shall become part of the Contract documents entered into between both parties on June 22, 2015.

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

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**. Districts is hereby exercising the option to Renew for one additional year. This is renewal number two (2) out of the original three (3) available. The maximum annual compensation is \$125,000.00. The maximum compensation authorized under this contract is \$375,000.00.

|                              |                  |                          |
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| Original Contract            | \$               | 125,000.00               |
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| <b><u>Amendment #2</u></b>   | <b><u>\$</u></b> | <b><u>125,000.00</u></b> |
| <b>Total Contract Amount</b> | <b>\$</b>        | <b>375,000.00</b>        |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

Waterways Consulting, Inc.  
1020 SW Taylor St., Ste. 380  
Portland OR 97205

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-227-5979  
\_\_\_\_\_  
Telephone/Fax Number

**Surface Water Management Agency of  
Clackamas County**

932855-92  
\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
Chair

FBC / California  
\_\_\_\_\_  
Entity Type / State of Formation

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date