



Commissioners encourage public to attend public meeting digitally.

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

# AGENDA

**Thursday November 12, 2020 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-73

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\* Wildfire Update**

**\*\*\* COVID-19 Update**

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

1. Veterans Day Proclamation and Resolution (Erika Silver, Health Housing and Human Services)

**II. 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 a Sub-recipient Agreement with Clackamas Women's Shelter (CWS) and the Community Development Division ESG Funding for the CWS Homeless Shelter – Community Development
2. Approval of a Federal Subrecipient Grant Amendment #1 with Clackamas Women's Services to Improve Criminal Justice Response to Domestic Violence – Children, Family & Community Connections
3. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion – Health Centers
4. Approval of Amendment #6 to an Intergovernmental Agreement with The State of Oregon, Housing and Community Services Department to Provide Grant Funding Up to A Not to Exceed Amount – Social Services

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with ODOT (Contract No. 34384) for the Foster Road Paving at Hwy 212
2. Approval of an Intergovernmental Agreement with University of Oregon for an Americorps Member
3. Approval of a Contract with Sustainability Solutions Group Worker Co-operative for the Climate Action Plan Project
4. Approval of a Contract with Murraysmith, Inc. for the Stafford Road Improvements Project (Pattulo Way to Rosemont Road)

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with North Clackamas School District for School Resource Officers in the 2021-2023 School Years – *Clackamas County Sheriff's Office*

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Wholesail Networks LLC for dark fiber connections.

**E. Finance**

1. Approval of an Amendment to an Intergovernmental Agreement between Clackamas County and Clackamas 800 Radio Group for Clackamas County Public Safety Radio System Replacement Project (C800) Bond Funding

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

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. COMMISSIONERS COMMUNICATION**

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



November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Recognition of Veterans Day

<b>Purpose/Outcomes</b>	Acknowledge the service, commitment and sacrifices of those who have served our great nation. Appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	N/A
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Erika Silver, Manager, Social Services Division 503-650-5725
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Social Services Division of the Health, Housing & Human Services Department present the recognition of Veteran's Day. Since 1938, the United States has commemorated the sacrifices of its armed forces by designating November 11<sup>th</sup> as a national holiday. Today, the Program Managers of the Clackamas County Veterans Service Office and Children, Family and Community Connections come before the Board of County Commissioners to acknowledge the service, commitment and sacrifices of those who have served our great nation. While Veterans Day is an annual commemoration and reminder, appreciation and support for those who have served and are currently serving, and for the families also impacted by military service, is needed every day.

Consistent with **Performance Clackamas** goals to build public trust through good government and ensure safe, healthy and secure communities - Clackamas County is engaged in a broad range of efforts to support our veterans including:

**The County Veterans Service Office (CVSO)** assists veterans to obtain Veteran's Administration (VA) financial and medical benefits. Last year, CVSO staff members Janice Harlan, Gina Thomas, Heather Miewald, Felicia Ridings and Jackie Bauer worked intensively with 1,854 veterans and family members. Current data indicates that the CVSO helped secure more than \$11.8 million in new federal benefits for Clackamas County veterans, however this will increase as more claims are processed.

**Children, Family and Community Connections Veterans Workforce Program** assists veterans in need of training and employment with intensive case management and customized career plans. Veterans engaging in services overcome multiple complex barriers including

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PTSD and Traumatic Brain Injury. Last year 43 veterans were served, 56% gained employment and the remaining veterans continue to actively engage in case management and employment training. Average wage for those who gained employment was \$17.50 an hour.

In support of the Performance Clackamas **Ending Veteran Homelessness** goal, within Social Services three programs housing and supporting homeless veterans, 78 veteran households were served (98 adults and 15 children). An additional 40 veterans were prevented from homelessness. Veterans Administration Supportive Housing (VASH) are administered by the Housing Authority of Clackamas County. VASH provides a rent subsidy and a VA case manager for formerly homeless veterans. Of 121 current vouchers, 91 are housing veterans, 11 have been issued to veterans searching for housing now, five are pending for Rosewood Station and 18 are still available.

The **Homeless Veteran Coordination Team** is convened monthly and includes the Clackamas County Department of Health, Housing and Human Services, the VA and numerous community partners serving homeless veterans. This team is committed to collaboration and the efficient and effective use of resources. As of the end of October, there were 59 known homeless veterans, a reduction of 39% from this time 2019.

**Veterans Village** sheltered 25 veterans including three females, nine veterans 62 or older, five who identify as people of color and five living with a physical disability. Partially in response to COVID, seven more pods were added to the Village in order to increase capacity to bring the total pods available for occupancy from 14 to 22. Six veterans moved to permanent housing directly from the Village.

**Clayton Mohr Commons**, a 24 unit affordable housing project opened in November 2019 in Oregon City. Low-income veterans occupy all 24 units and many moved in directly from homelessness. Robust on-site services are provided on site to support the success of each veteran and the project as a whole.

The County maintains an active **Veterans Advisory Committee** that ensures that the perspective of a broad diversity of Clackamas County veterans have the opportunity to impact County plans and services. Current initiatives include veteran suicide prevention and mental health.

### **Recommendation**

Staff respectfully requests that the Board recognize and honor the service, commitment and sacrifices of all Veterans, military personnel, reservists and their families.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

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# Veteran's Day 2020



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PRESENTATION TO THE  
CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

NOVEMBER 12, 2020

# Veterans in the State and County

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Veterans in Oregon	263,885
Veterans in Clackamas County	22,937
Known homeless veterans	59

Veterans in our County workforce are making meaningful impacts in every department.

# Goals for Veterans in Clackamas County

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- Homeless veterans are supported to regain stable housing
  - Performance Clackamas goal: zero unsheltered homeless veterans
- Easy and effective access to benefits through County Veterans Service Office
- Employment, training and education for living wage jobs



# Clackamas County Veterans Service Office

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ODVA Accredited VSOs: Janice Harlan, Heather Miewald, Gina Thomas, Felicia Ridings

Jackie Bauer, Office Specialist

During 2019-20, CVSO staff

- Met with 1,854 veterans and family members
- Filed 1,138 compensation claims with 744 claims granted
- Generated \$11.8M in new federal monetary benefits

# CFCC Veterans' Employment Program

Served 43 Veterans



- 24 (56%) became employed
- 75% retention at 90 days (goal = 55%)
- Average wage \$17.50/hour

Jobs included: manufacturing, construction, transportation, retail, social assistance, education and wholesale trade



# Ending Veteran Homelessness

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Social Services programs housed 78 homeless veteran households, 25% increase over last year (98 adults and 15 children).

VASH vouchers administered by HACC (total 121)

- 91 currently housed (28% more than last year)
- 11 more vouchers issued, in housing search
- 5 on hold for Rosewood Station
- 18 still available

Known homeless veterans reduced 39% from a year ago  
40 veteran households were prevented from homelessness

# Ending Veteran Homelessness

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Veterans Village sheltered 25 veterans, six exited to permanent housing

- Three women, nine age 62+, five people of color, and five with physical disabilities
- Safety off the streets cannot be understated



# Ending Veteran Homelessness

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## Clayton Mohr Commons – opened November 2019

- New 24 unit Veteran affordable housing, ended homelessness for many residents
- Partnership between Housing Authority and Do Good Multnomah



# Clackamas County Veterans Services Office

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Monday-Thursday  
7 a.m. to noon  
1 p.m. to 5 p.m.

Call 503-650-5631

Email

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

Website

<http://www.clackamas.us/socialservices/veterans.html>



# Contact the Clackamas Veterans Workforce Program

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Children, Family and Community Connections –  
Workforce Programs

112 11<sup>th</sup> Street, Oregon City, Oregon 97045

Monday-Thursday

7:30 a.m. to 5 p.m.

Phone 503-655-8848

Email

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

Website

<https://www.clackamas.us/cfcc/employment.html>

# Veterans in a Housing Crisis

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## Coordinated Housing Access

503-655-8575

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

Online application

<https://www.clackamas.us/communitydevelopment/cha>



**THANKS  
VETERANS**

**AND MILITARY FAMILIES**



# ***Proclaiming November 11, 2020 as Veterans Day in Clackamas County***

**WHEREAS**, regardless of how one feels about policies that lead to war, let there be no doubt that veterans serve with honor. They serve to make life better for others. They preserve our liberties and freedoms, and

**WHEREAS**, not all veterans have seen war, but a common bond that they share is an oath in which they expressed their willingness to die defending this nation, and

**WHEREAS**, perhaps most significant in preserving our way of life are the battles that America does not have to fight because those who wish us harm slink away in fear of the Coast Guard cutter, the Navy aircraft carrier, the Air Force fighter squadron, the Marine Corps fire team or the Army soldier on patrol, and

**WHEREAS**, those of us gathered here to observe Veterans Day have already indicated our support for the outstanding men and women who have served our country, and

**WHEREAS**, it is up to us to ensure that every veteran feels that his or her service to this country is appreciated by their fellow Americans, and

**WHEREAS**, war is never anything to celebrate, but peace is. The peace in between horrific wars is brought to you mainly by our veterans, and

**WHEREAS**, Veterans Day is for ALL who served. While many veterans are humble, there is no such thing as insignificant military service, and

**WHEREAS**, Clackamas County and The American Legion are dedicated to remembering the legacy of all veterans because what these men and women have done for us matters to America, and

**WHEREAS**, Clackamas County is proud to partner with American Legion Post 180 to recognize and honor veterans who have served and are still serving our country so that all may pursue life, liberty, and the pursuit of happiness, and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that the Clackamas County Board of Commissioners declares November 11, 2020 to be Veterans Day in Clackamas County and encourages all Clackamas County residents to observe same.

*Dated this 12<sup>th</sup> Day of November, 2020*

## **CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Jim Bernard  
Chair

Sonya Fischer  
Commissioner

Ken Humberston  
Commissioner

Paul Savas  
Commissioner

Martha Schrader  
Commissioner

November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with  
Clackamas Women’s Shelter (CWS) and the Community Development Division  
ESG Funding for the CWS Homeless Shelter

<b>Purpose/ Outcome</b>	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
<b>Dollar Amount and Fiscal Impact</b>	Emergency Solutions Grant (ESG) funds of \$41,254 as a grant. No County General Funds are included in this Agreement
<b>Funding Source</b>	U.S. Department of Housing and Urban Development ESG program funds
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action/ Review</b>	This project was approved with the 2020 Action Plan approval on April 30, 2020.
<b>Strategic Plan Alignment</b>	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
<b>County Review</b>	The Sub-recipient agreement was reviewed and approved by County Counsel 1. September 28, 2020 2. AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? <i>yes</i> <input type="checkbox"/> <i>no</i> <input checked="" type="checkbox"/> 2. Item is a Subrecipient that was processed through Finance Grant Management
<b>Contact Person</b>	Mark Sirois, Manager - Community Development: 503-655-8359
<b>Contract No.</b>	H3S 9757

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible operating and maintenance expenditures for the CWS Homeless Shelter in Clackamas County, OR. In April of 2019 Clackamas Women’s Services (CWS) applied for Emergency Solutions Grant (ESG) funding to operate a homeless shelter for survivors of domestic violence in Clackamas County. CWS was awarded 2 years of funding for FY 2020 and FY 2021. Each year a new Sub-recipient Agreement is signed.

**PROJECT OVERVIEW:** The CWS Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling

It is expected that the funding under this ESG contract will assist approximately 60 survivors of domestic and sexual violence with shelter services during the program year.

*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)

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Richard Swift, H3S Deputy / FOR". The signature is written in a cursive style.

Richard Swift, Director  
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 21-007**

Project Name: **ESG FY2020**

Project Number: **To Be Assigned**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health, Housing and Human Services Department,  
Community Development Division ("COUNTY")  
and Clackamas Women's Services, ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

**Clackamas County Data**

Grant Accountant: **Ke'ala Adolpho**

Program Manager: **Amy Council**

Clackamas County – Finance  
2051 Kaen Road  
Oregon City, OR 97045  
Phone 503-742-5410  
kadolpho@clackamas.us

Clackamas County – Community Development  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045  
Phone 971-349-2949  
acouncil@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: **Carla Batcheller**

Program Representative: **Angie Drake**

Clackamas Women's Services  
256 Warner Milne Road  
Oregon City, OR 97045  
Phone: 503-655-8600  
Email: carlab@cwsor.org

Clackamas Women's Services  
256 Warner Milne Road  
Oregon City, OR 97045  
Phone: 503-654-2807  
Email: angied@cwsor.org

DUNS: 959059759

**RECITALS**

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters, provide essential social services to homeless individuals; and, provide homeless prevention and rapid re-housing assistance.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for homelessness prevention by providing eligible individuals and families housing vouchers provided by the **CWS Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS").

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning **July 1, 2020 and expires June 30, 2021**, a total of twelve (12) months.
2. **Program.** The Program is described in the 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UC-41-0003 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the *Code of Federal Regulations* ("CFR"), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UC-41-0003). The maximum, not to exceed, grant amount COUNTY will pay is \$41,254. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. 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 suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.



Upon completion of improvements or upon termination of this Agreement, any unexpended balances of ESG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- Has already accrued hereunder;
  - Comes into effect due to the expiration or termination of the Agreement; or
  - Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - That it has an accounting system and a voluntary board; and
  - That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- 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.
  - Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.
  - Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.

- e) **Budget.** 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.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- p) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.



- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** 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. 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 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.
- COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Client Eligibility Determinations and documentation;

2. Rental Assistance Agreements;
  3. Service and assistance provided;
  4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
  6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 85.25 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

## 12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all 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. See Exhibit A for additional requirements.
- 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) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- f) **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. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

### 13. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- 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) 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.

#### 14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its 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.
- c) **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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **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.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish 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 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.
- 5) **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" as an additional insured.
- 6) **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 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.
- 7) **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.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. 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.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.

- 10) **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.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
  - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
  - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
  - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- g) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- h) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

15. **Other Federal Requirements**

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective

communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.

- d) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- e) **Environmental review responsibilities.**
  - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
  - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- f) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- g) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- h) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- i) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601-4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.



- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY's (or SUBRECIPIENT's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

## 16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreementing agency setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with

any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## 17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

## 18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with

Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

**c) Job Training and Employment for Low-income Residents -Section 3**

- 1) **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
- 2) SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:  
  
*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
- 3) SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- 4) SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
- 5) **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- 6) **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
20. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
21. **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.
22. **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 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.
23. **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.
24. **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.
25. **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.

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**CLACKAMAS WOMEN'S SERVICES**

By:   
Melissa Erlbaum  
Executive Director

Melissa Erlbaum 10/8/20  
Printed Name Date

256 Warner Milne Road  
\_\_\_\_\_  
Street Address  
Oregon City, OR 97045  
\_\_\_\_\_  
City / State / Zip

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**  
\_\_\_\_\_  
Rod Cook, Assistant Director  
Health, Housing & Human Service Department  
\_\_\_\_\_  
Date

**Approved to Form:**  
\_\_\_\_\_  
County Counsel  
\_\_\_\_\_  
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report
  
- Attachment A: ESG Policies



November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Amendment #1 with Clackamas Women's Services  
to Improve Criminal Justice Response to Domestic Violence

<b>Purpose/Outcome</b>	Clackamas Women's Services will provide a .60 FTE Program Director, a .50 FTE Latina Legal Advocate, a .50 FTE Restraining Order Advocate, translation services, will purchase upgraded video court equipment, will provide assistance to 175 culturally-specific participants (including interpretation); assist 200 petitioners for protective orders; provide 10 trainings to law enforcement, prosecution, advocates, and other community partners to insure efficient and effective interventions and response to domestic violence.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$141,223 for a maximum value of \$260,542. No County General Fund involved and no match required.
<b>Funding Source</b>	U.S. Department of Justice, Office on Violence Against Women Award No. 2019-WE-AZ-0017 Catalog of Domestic Federal Assistance (CFDA) # 16.590
<b>Duration</b>	October 1, 2020 to September 30, 2022
<b>Previous Board Action/Review</b>	121919-A2
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on October 14, 2020: AN
<b>Procurement Review</b>	Was the item processed through Procurement? No. Federal Subrecipient grant amendment
<b>Contact Person</b>	Adam Freer 562.676.7675
<b>Contract No.</b>	H3S9492

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Federal Subrecipient Amendment #1 with Clackamas Women's Services to provide services to improve criminal justice response to domestic violence. Funding will provide legal advocacy for culturally-specific survivors, comprehensive training to law enforcement, prosecutors and other professionals, bring high-level professional training to the county, enhance the response to protective order petitioners at A Safe Place Family Justice Center, and provide vital language interpretation and translation to survivors of violence as part of a collaborative project.


This amendment is effective upon signature by all parties for services starting on October 1, 2020 and terminating on September 30, 2022. This Agreement has a maximum value of \$260,542.



**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, H3S Deputy / FOX

Richard Swift, Director  
Health, Housing & Human Services

**Subrecipient Grant Amendment (FY 20-22)  
H3S – Children, Family & Community  
Connections Division**

Subrecipient Grant Agreement Number: 20-023

Board Order Number:

Department/Division: H3S-CFCC

Amendment No. 1

Subrecipient: Clackamas Women's Services 9492

Amendment Requested By: Adam Freer

Changes:



Scope of Service



Agreement Budget



Agreement Time

( ) Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue OVW Improving Criminal Justice response services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$141,223 for a revised maximum of \$260,542. It becomes effective October 1, 2020 and terminates September 30, 2022.

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

**AMEND:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than September 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than ***September 30, 2022***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay \$119,317. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting, Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

- 4. Grant Funds.** COUNTY funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay **\$260,542**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting, Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment.

**ADD:**

Exhibit A: Subrecipient Statement of Subrecipient Statement of Program Objectives (Years 2-3)

**PROJECT GOALS**

SUBRECIPIENT will use this award to strengthen the criminal justice response to domestic and sexual violence. Specifically, this project will support a 0.50 FTE Latina Legal Advocate, a 0.60 Program Director and a .50 FTE Restraining Order Advocate to provide direct services to culturally-specific survivors, participants seeking protective orders, and system-wide training focused on improving the response of the criminal justice system.

**Goals:**

SUBRECIPIENT's personnel on this project will provide support to survivors and the continuous improvement of the criminal justice response to violence, and additionally:

1. Latina Legal Advocate will work with 175 (*prioritized*) *culturally-specific participants*.
2. Latina Legal Advocate will attend monthly Latina Leadership Team meetings.
3. The CWS Program Director will organize/provide 10 *trainings* to law enforcement and a minimum of 15 *consultations* with systems-based partners.
4. Assist with the development and updating county policies, procedures, and protocols on sexual assault, domestic violence, dating violence, and stalking responses and the appropriate treatment of victims;
5. *New .50 Restraining Order Advocate will work with 200 participants at A Safe Place Family Justice Center in applying for various protective orders.*
6. Upgrade video court equipment to allow for contested protective order hearings at A Safe Place Family Justice Center;
7. Train court-based personnel and A Safe Place Family Justice Center partner agencies;
8. Further develop the multi-disciplinary High Risk Response Team;
9. Improve access to interpretation and translation services to survivors.

**ADD:**

Exhibit B: Subrecipient Program Budget (Years 2-3)

<b>RECIPIENT BUDGET</b>			
<b>Organization:</b> Clackamas Women's Services		<b>Contract #</b>	<b>9492 A-1</b>
<b>Funded Program Name:</b> OVW Improving Criminal Justice Response - CWS			
<b>Program Contact:</b> Melissa Erlbaum			
<b>Agreement Term:</b> October 1, 2020 - September 30, 2022			
		<b>Approved Award Amount</b>	<b>Approved Match Amount</b>
<b>Approved Award Budget Categories</b>			
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)			<i>No match is required on this award</i>
Program Director (.60 FTE @ \$45,000)		\$56,460.00	
Program Director fringe		\$6,637.00	
Program Director health benefits		\$7,200.00	
Latina Services Legal Advocate salary (.50 FTE @ \$40,000)		\$41,800.00	
Latina Services Legal Advocate fringe		\$4,927.00	
Latina Services Legal Advocate health benefits		\$6,000.00	
Restraining Order Advocate salary (.50 FT @\$40,000)		\$41,800.00	
Restraining Order fringe		\$4,927.00	
Restraining Order Advocate health benefits		\$6,000.00	
<b>Total Personnel Services</b>		<b>\$175,751.00</b>	
<b>Administration</b>			
Administration (26.4% X Personnel Services costs)		\$46,368.00	
<b>Supplies</b>			
Program Supplies		\$7,028.00	
<b>Travel</b>			
Conferences and Training			
Mileage			
Training consultant and LE training expenses		\$13,820.00	
<b>Additional (please specify)</b>			
Translation		\$17,575.00	
<b>Total Programmatic Costs</b>		<b>\$84,791.00</b>	
<b>Total Grant Costs</b>		<b>\$260,542.00</b>	

**REPLACE the following subsections of Exhibit D: Required Financial Reporting:**

2. Requests for reimbursement shall be submitted by the 15th of the month for the previous month. The final request for reimbursement shall be submitted by October 15, 2020 for September 30, 2020 expenses.
  
4. Request for Reimbursement shall be submitted electronically to:
  - [sradford@clackamas.us](mailto:sradford@clackamas.us)
  - [scottvan@clackamas.us](mailto:scottvan@clackamas.us)
  - [svandyke@clackamas.us](mailto:svandyke@clackamas.us)

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

**WITH:**

Exhibit D: Required Financial Reporting

2. Requests for reimbursement shall be submitted by the 15th of the month for the previous month. The final request for reimbursement shall be submitted by **October 15, 2022 for September 30, 2022** expenses.
  
4. Request for Reimbursement shall be submitted electronically to:
  - [sradford@clackamas.us](mailto:sradford@clackamas.us)
  - [svandyke@clackamas.us](mailto:svandyke@clackamas.us)

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.





**ADD:**

Exhibit E-1: Monthly Activity Report (Years 2-3)

**October 1, 2020 – September 30, 2022**

Agency: Clackamas Women's Services

Funded Service: OVW Improving Criminal Justice Responses – Latina Legal Advocate. Program Director and Restraining Order Advocate

Program Contact: Melissa Erlbaum

Contact Info: melissae@cwsor.org

*This report covers the fiscal **years** starting October 1, 2020 through September 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

Month:

1. Total number of participants served during the month with the funding allocated for this programming:  
  
Number of adult participants:  
Number of restraining orders assisted:
2. Activities that were conducted during the month with the funding allocated for this programming:
3. Any challenges and/or successes?

Person(s) completing this form:

Date report completed:

**ADD:**

**Exhibit E-2: FY 20-22 Quarterly Work Plan Report**

<b>Children, Family and Community Connections</b>	
<b>Exhibit E-2: FY 20-22 Work Plan Quarterly Report</b>	Period: October 1, 2020 - September 30, 2022
Provider: Clackamas Women's Services	Activity : OVW ICJR Latina Legal Advocate / Program Director/Restaining Order Advocate
Contact: Melissa Erlbaum/Catherine Koch	

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Oct-Dec 2020	Jan-Mar 2021	Apr-June 2021	Jul-Sept 2021	Subtotal	Oct-Dec 2021	Jan-Mar 2022	Apr-June 2022	Jul-Sept 2022	Subtotal	Total
<b>LATINA LEGAL VICTIM ADVOCATE</b>												
By September 30, 2022, the Latina Legal Advocate will provide assistance to 175 culturally-specific participants (prioritized) out of A Safe Place Family Justice Center.	75% (131) of participants working with the Latina Legal Advocate will receive referrals to legal resources.					0					0	0
	Source - records.					0					0	0
	# unduplicated participants					0					0	0
	# participants connected with/referred to legal resources					0					0	0
	% of total participants connected with/referred to legal resources											
Latina Legal Advocate will attend 24 Latina Leadership Team meetings.	Will participate in 90% (22) Latina Leadership Team meetings.					0					0	0
	Source - Attendance sheets.					0					0	0
	# Latina Leadership Team meetings held					0					0	0
	# Latina Leadership Team meetings attended					0					0	0
	% Latina Leadership Team meetings attended											
<b>PROGRAM DIRECTOR</b>												
By September 30, 2020, the Program Director will provide 10 trainings to law enforcement, prosecutors, advocates, medical personnel, parole and probation and first responders. Will provide minimum 15 consultations to systems-based partners.	90% of training participants report that they have improved knowledge of training contents.					0					0	0
	Source - training evaluations.					0					0	0
	# trainings provided					0					0	0
	# total participants in trainings					0					0	0
	# responding to training evaluations					0					0	0
# responding that they have improved knowledge of training content					0					0	0	
# consultations to systems-based partners					0					0	0	

<p>By <b>September 30, 2022</b>, the Program Director will participate in and represent CWS in multidisciplinary activities.</p>	<p>Will participate in <b>16 Family Violence Coordinating Council</b> meetings or trainings, <b>16 Strangulation Response Initiative</b> meetings, <b>40 HRRT</b> meetings, and other multidisciplinary meetings and trainings.</p>	# FVCC meetings or events attended								0	0	0	
		# SRI meetings attended									0	0	0
		# HRRT meetings attended									0	0	0
		# SART meetings attended									0	0	0
<b>RESTRAINING ORDER ADVOCATE</b>													
<p>By <b>September 30, 2022</b>, the Restraining Order Advocate will work with <b>200 petitioners</b> for protective orders while working closely with Court Clerk and Victim Assistance Advocate at the FJC.</p>	<p><b>80% (160) of participants</b> working with the Restraining Order Advocate will receive the protective order they sought.</p>	# of participant contacts, in-person, phone or virtually (duplicated)									0	0	
		# unduplicated participants									0	0	
		# in-person protective orders assisted									0	0	
		% of assisted protective orders granted by court									0	0	
		# remote petitioners assisted with filing process									0	0	
		# restraining order process meetings attended (FJC)									0	0	

**REMOVE:**

Exhibit E-3: Quarterly Demographic Report

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

**SUBRECIPIENT**

Clackamas Women's Services

**CLACKAMAS COUNTY**

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

By:   
Melissa Erlbaum, Executive Director

Melissa Erlbaum 10-19-00  
Printed Name Date

256 Warner Milne Road  
Street Address

Oregon City, OR 97045  
City / State / Zip

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Rod Cook, Assistant Director  
Health, Housing & Human Service Department

\_\_\_\_\_  
Date

November 12th, 2020

Board of County Commissioners  
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 number of new patients, increase number of CareOregon member visits, increase the number of patients with diabetes to receive dental services, and ensure members in need of care coordination and outreach receive dental services.
<b>Dollar Amount and Fiscal Impact</b>	CareOregon will pay Clackamas County up to \$3.00 per member per month based on improvement of the stated goals.
<b>Funding Source</b>	No County funds. CareOregon PMPM & Incentive payments
<b>Duration</b>	January 1, 2020 – December 31, 2020
<b>Previous Board Action</b>	Previous Board Action on April 19, 2018 Agenda item – A4: 041918-A4 and November 29, 2018 Agenda item - A5: 112918-A5.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>Individuals and families in need are healthy and safe.</li> <li>Ensure safe, healthy and secure communities by increasing the number of new dental patients as well as ensure those in need of care coordination receive dental services.</li> </ol>
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li>September 29, 2020</li> <li>KR</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>Original contract amount was direct procurement.</li> </ol>
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	8763_03

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #3 to a Revenue agreement with CareOregon for the Dental Home Payment Model. This amendment is an incentive to increase the number of new patients, increase the number of visits by CareOregon members, increase the number of patients with diabetes to receive dental services, and ensure CareOregon members in need of care coordination and outreach receive dental services. CCHCD will be compensated based on the payment model for patients receiving dental care. CCHCD will received up to \$3.00 per member per month (PMPM) based on meeting the improvement goals. CCHCS will also be eligible for additional bonus incentive payment.

*Healthy Families. Strong Communities.*


Clackamas County Health Centers Division has received \$348,434.85 from CareOregon under this agreement. We anticipate to receive between \$151,000.00 and \$311,000.00 with this contract extension depending on performance against metrics and actual member counts.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. Amendment #3 is effective January 1, 2020 and will terminate December 31, 2020. This agreement is retro-active due to receiving late from CareOregon.

**RECOMMENDATION:**

Staff recommends approval of this amendment.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services Department



**CareOregon  
Letter of Agreement**

#8763\_03

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County, by and through its Health, Housing and Human Services Department, Health Centers Division (Provider) for the period of January 1, 2020 to December 31, 2020, unless otherwise terminated as stipulated herein, and sets forth the understandings and commitments concerning funding and administration of the Dental Program Payment Incentive Program ("Program"). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a "Party" and collectively as the "Parties".

Project: 2020 Dental Program Payment Incentive  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

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

**I. Recitals:**

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO), a certified Coordinated Care Organization that has entered a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the "CCO Contract"), with the state of Oregon, acting by and through the Oregon Health Authority ("OHA").
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO Members enrolled in the Oregon Health Plan ("OHP").
- C. CareOregon is an entity sub-contracted with CareOregon Advantage (COA), a Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services (CMS).
- D. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain dental health services to eligible Members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- E. The Parties desire to contract with one another such that CareOregon provides financial incentives to Provider for meeting certain utilization and quality metrics as further described herein, all pursuant to the terms and conditions of this Agreement. Both Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon's other funding.

- II. Program Description:** CareOregon's 2020 Dental Program Payment Incentive Program ("Program") is an alternative payment model designed to provide financial incentives to Provider based on certain metrics as further stipulated for herein. The intent of this Program is to increase Member visits and utilization of Covered Services while also improving the overall quality of dental health for eligible OHP Members. For purposes of this Agreement, "Members" shall mean a Member enrolled in OHP and eligible to receive services under this Program.
- III. Program Objectives:** The goal of this initiative is to:
- i. Increase number of new patients and unique dental users.
  - ii. Increase number of member visits – including teledentistry visits.
  - iii. Increase number of patients with diabetes to receive dental services.
  - iv. Ensure members in need of care coordination and outreach by their provider receive dental services.

Now, therefore, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following;

**I. Payment and Terms:**

- A. CareOregon will pay Provider a per member per month ("PMPM") rate no greater than \$3.00 PMPM and, when appropriate, an Incentive Payment as further defined in Exhibit A.
  1. The PMPM rate shall be calculated using the total number of Members accounted for on the fifteenth (15<sup>th</sup>) day of each month in the calendar year of 2020.
  2. Provider PMPM and Incentive Payments are contingent upon CareOregon (Dental) in the Health Share service region obtaining a medical loss ratio (medical costs divided by revenue) of no more than 85% on risk revenue for calendar year 2020.
- B. Provider agrees that any payment provided by CareOregon in association with this Agreement shall be used exclusively to meet the Program Objectives for this Program and only a maximum of five (5) percent of payment received pursuant to this Agreement shall be used by Provider for indirect costs associated with this agreement.
- C. Provider agrees to use payments received pursuant to this Agreement on quality-related activities for oral health with the goal of working towards improving identified oral health Quality Measure 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.
- D. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding. Any and all costs incurred by Provider which are not eligible for payment under this Agreement shall be the sole obligation of Provider. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Program expenses of any kind.

- II. Reporting Requirements. Provider agrees to submit access reports for third next available appointment, by individual clinician, to CareOregon Dental monthly and clinic-level access reports by appointment type weekly. Monthly data is due on the Monday prior to the third Wednesday of each month. Submitted data will be calculated during the second week of each respective month. Weekly data is due by Tuesday each week.

#### IV. General Provisions:

**A. Term.** This Agreement commences on January 1, 2020 (“Effective Date”) and shall remain in effect through December 31, 2020 (“Termination Date”) unless otherwise terminated as stipulated herein.

**B. Termination:**

1. Should Provider’s participation in the CareOregon Provider Agreement 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 period outlined above.
2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
3. Without prejudiced to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
  - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider’s Health Care Services Agreement with CareOregon; and (6) a material breach.
  - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider’s participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon’s satisfaction.
4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program’s revenue source.

5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid-promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

C. Representations and Warranties.

1. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
2. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
3. Should it be determined that Provider was ineligible to receive payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
4. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

D. **Confidentiality and Marketing.**

1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.

2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
  3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
  4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior to seek-written approval, unless applicable law requires such disclosure-In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.
  5. The terms of this Section C. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
- E. Force Majeure:** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and particulars therefore and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
- F. Amendments and Waivers.** No amendment, modification, discharge, or-waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification,-discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- G. Contact.** Provider agrees that the 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.
- H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
- I. Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims

arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

- J. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- K. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent-contractors.
- L. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.



- M. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- N. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Agreed to on behalf of Clackamas County, by and through its Health Housing and Human Services Department, Clackamas Health Centers**

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

Name: Eric C. Hunter

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

Title: Chief Executive Officer

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

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

**Exhibit A**  
**2020 Dental Home Payment Model Quality Measures**

**I. Quality Measure PMPMs and Targets.** Provider clinics must meet a 2020 year-end performance improvement target to receive the designated PMPM amount for each Quality Measure as defined below. The baseline period for all Quality Measure improvement targets is calendar year 2019 year-end performance.

Portion of Total PMPM	PMPM Rate	Quality Measure	2020 Clinic Target	Alternate Tiered Targets/Payments		
				75% (\$0.75) PMPM	50% (\$0.50) PMPM	25% (\$0.25) PMPM
1/3	\$1.00	Dental Service – Children	80% of 2019 clinic final	70% of 2019 clinic final	60% of 2019 clinic final	50% of 2019 clinic final
1/3	\$1.00	Dental Service – Adults	80% of 2019 clinic final	70% of 2019 clinic final	60% of 2019 clinic final	50% of 2019 clinic final
1/3	\$1.00	Dental Service – Members with Diabetes	100% of 2019 clinic final	90% of 2019 clinic final	80% of 2019 clinic final	70% of 2019 clinic final
<b>100%</b>	<b>\$3.00</b>	<b>Total combined potential PMPM for all Quality Measures</b>				

**II. Quality Measure Specifications** The below specifications are used for 2020 year-end performance for each Quality Measure. All data require 90+ days continuous enrollment to be included in Quality Measures.

Quality Measure	Specification Notes
Dental Service – Adult	Numerator: Any dental claim/service Denominator: Assigned adult members (age 21 and older on 12/31/20)
Dental Service – Children	Numerator: Any dental claim/service Denominator: Assigned child members (age 1 through 20 on 12/31/20)
Dental Service – Members with Diabetes	Numerator: Any dental claim/service Denominator: Assigned adult members with diabetes as defined by the OHA metric specifications and provided to partners monthly

**III. Incentive Payments:**

- A. CareOregon will pay Provider a \$500 for each Department of Human Services (DHS) child that receives a dental assessment within 60 days of placement by DHS (OHA CCO Incentive Measure specifications).
  - a. CareOregon will pay Provider an additional \$250 for each DHS child that receives a dental assessment within 30 days of placement by DHS.

- b. DHS children that meet the CCO Incentive Measure on claims in the 30 days prior to placement by DHS will be excluded from incentive payment.
- B. CareOregon will pay Provider \$100 for each member that CareOregon Dental staff supplies to the clinic for care coordination that completes a visit within its classification timeframe.
  - a. Classifications and timeframes include, but may not be limited to:
    - i. Pregnancy – visit within 9 months prior to delivery.
    - ii. PreManage/Urgent – visit within 30 days of ED visit/notification.
    - iii. PCP requests for dental services – visit within 30 days of PCP request.
    - iv. Assigned children identified and escalated through the Dental3 partnership and appear on the care coordination list – visit within 30 days of notification
    - v. Any other member that appears on the care coordination list - visit within 30 days of notification

**CareOregon  
Letter of Agreement**

#8763\_03

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County, by and through its Health, Housing and Human Services Department, Health Centers Division (Provider) for the period of January 1, 2020 to December 31, 2020, unless otherwise terminated as stipulated herein, and sets forth the understandings and commitments concerning funding and administration of the Dental Program Payment Incentive Program ("Program"). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a "Party" and collectively as the "Parties".

Project: 2020 Dental Program Payment Incentive  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

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

**I. Recitals:**

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO), a certified Coordinated Care Organization that has entered a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the "CCO Contract"), with the state of Oregon, acting by and through the Oregon Health Authority ("OHA").
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO Members enrolled in the Oregon Health Plan ("OHP").
- C. CareOregon is an entity sub-contracted with CareOregon Advantage (COA), a Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services (CMS).
- D. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain dental health services to eligible Members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- E. The Parties desire to contract with one another such that CareOregon provides financial incentives to Provider for meeting certain utilization and quality metrics as further described herein, all pursuant to the terms and conditions of this Agreement. Both Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon's other funding.

- II. Program Description:** CareOregon's 2020 Dental Program Payment Incentive Program ("Program") is an alternative payment model designed to provide financial incentives to Provider based on certain metrics as further stipulated for herein. The intent of this Program is to increase Member visits and utilization of Covered Services while also improving the overall quality of dental health for eligible OHP Members. For purposes of this Agreement, "Members" shall mean a Member enrolled in OHP and eligible to receive services under this Program.
- III. Program Objectives:** The goal of this initiative is to:
- i. Increase number of new patients and unique dental users.
  - ii. Increase number of member visits – including teledentistry visits.
  - iii. Increase number of patients with diabetes to receive dental services.
  - iv. Ensure members in need of care coordination and outreach by their provider receive dental services.

Now, therefore, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following;

**I. Payment and Terms:**

- A. CareOregon will pay Provider a per member per month ("PMPM") rate no greater than \$3.00 PMPM and, when appropriate, an Incentive Payment as further defined in Exhibit A.
  1. The PMPM rate shall be calculated using the total number of Members accounted for on the fifteenth (15<sup>th</sup>) day of each month in the calendar year of 2020.
  2. Provider PMPM and Incentive Payments are contingent upon CareOregon (Dental) in the Health Share service region obtaining a medical loss ratio (medical costs divided by revenue) of no more than 85% on risk revenue for calendar year 2020.
- B. Provider agrees that any payment provided by CareOregon in association with this Agreement shall be used exclusively to meet the Program Objectives for this Program and only a maximum of five (5) percent of payment received pursuant to this Agreement shall be used by Provider for indirect costs associated with this agreement.
- C. Provider agrees to use payments received pursuant to this Agreement on quality-related activities for oral health with the goal of working towards improving identified oral health Quality Measure 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.
- D. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding. Any and all costs incurred by Provider which are not eligible for payment under this Agreement shall be the sole obligation of Provider. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Program expenses of any kind.

- II. Reporting Requirements. Provider agrees to submit access reports for third next available appointment, by individual clinician, to CareOregon Dental monthly and clinic-level access reports by appointment type weekly. Monthly data is due on the Monday prior to the third Wednesday of each month. Submitted data will be calculated during the second week of each respective month. Weekly data is due by Tuesday each week.

#### **IV. General Provisions:**

**A. Term.** This Agreement commences on January 1, 2020 (“Effective Date”) and shall remain in effect through December 31, 2020 (“Termination Date”) unless otherwise terminated as stipulated herein.

**B. Termination:**

1. Should Provider’s participation in the CareOregon Provider Agreement 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 period outlined above.
2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
3. Without prejudiced to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
  - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider’s Health Care Services Agreement with CareOregon; and (6) a material breach.
  - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider’s participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon’s satisfaction.
4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program’s revenue source.



5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid-promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

C. Representations and Warranties.

1. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
2. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
3. Should it be determined that Provider was ineligible to receive payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
4. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

D. Confidentiality and Marketing.

1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.

2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
  3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
  4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior to seek-written approval, unless applicable law requires such disclosure-In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.
  5. The terms of this Section C. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
- E. Force Majeure:** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and particulars therefore and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
- F. Amendments and Waivers.** No amendment, modification, discharge, or-waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification,-discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- G. Contact.** Provider agrees that the 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.
- H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
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arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's' obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

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- N. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Agreed to on behalf of Clackamas County, by and through its Health Housing and Human Services Department, Clackamas Health Centers**

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

Name: Eric C. Hunter

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

Title: Chief Executive Officer

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

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

**Exhibit A**  
**2020 Dental Home Payment Model Quality Measures**

**I. Quality Measure PMPMs and Targets.** Provider clinics must meet a 2020 year-end performance improvement target to receive the designated PMPM amount for each Quality Measure as defined below. The baseline period for all Quality Measure improvement targets is calendar year 2019 year-end performance.

Portion of Total PMPM	PMPM Rate	Quality Measure	2020 Clinic Target	Alternate Tiered Targets/Payments		
				75% (\$0.75) PMPM	50% (\$0.50) PMPM	25% (\$0.25) PMPM
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<b>100%</b>	<b>\$3.00</b>	<b>Total combined potential PMPM for all Quality Measures</b>				

**II. Quality Measure Specifications** The below specifications are used for 2020 year-end performance for each Quality Measure. All data require 90+ days continuous enrollment to be included in Quality Measures.

Quality Measure	Specification Notes
Dental Service – Adult	Numerator: Any dental claim/service Denominator: Assigned adult members (age 21 and older on 12/31/20)
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- A. CareOregon will pay Provider a \$500 for each Department of Human Services (DHS) child that receives a dental assessment within 60 days of placement by DHS (OHA CCO Incentive Measure specifications).
  - a. CareOregon will pay Provider an additional \$250 for each DHS child that receives a dental assessment within 30 days of placement by DHS.

- b. DHS children that meet the CCO Incentive Measure on claims in the 30 days prior to placement by DHS will be excluded from incentive payment.
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  - a. Classifications and timeframes include, but may not be limited to:
    - i. Pregnancy – visit within 9 months prior to delivery.
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    - iii. PCP requests for dental services – visit within 30 days of PCP request.
    - iv. Assigned children identified and escalated through the Dental3 partnership and appear on the care coordination list – visit within 30 days of notification
    - v. Any other member that appears on the care coordination list - visit within 30 days of notification



November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #6 to an Intergovernmental Agreement with  
The State of Oregon, Housing and Community Services Department to  
Provide Grant Funding Up to A Not to Exceed Amount

<b>Purpose/Outcomes</b>	Approval of Amendment #6, providing grant funding up to an amount Not to Exceed \$25,987,168. The fund streams provide for items such as direct rental assistance, food, non-food essential items, and energy assistance to eligible low-income or individuals or households at risk of homelessness, impacted by COVID-19.
<b>Dollar Amount and Fiscal Impact</b>	Not to Exceed \$25,987,168
<b>Funding Source</b>	State of Oregon, Housing and Community Services Department, Community Resources Division – Previously awarded COVID-19 funding and future funding which may or may not be COVID-19 related.
<b>Duration</b>	May 1, 2020 to June 30, 2021
<b>Previous Board Action</b>	The original agreement was approved by the Board of County Commissioners on August 15, 2019. Amendment #1 approval, May 21, 2020. Amendment #2 approval, June 4, 2020. Amendment #3 approval, June 9, 2020, Amendment #4 approval, July 16, 2020, Amendment #5 approval by County Administrator on October 8, 2020.
<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 strategic priority to ensure safe, healthy and secure communities</li> </ol>
<b>Counsel Review</b>	The amendment was approved October 22, 2020 (AN).
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? No</li> <li>2. If no, provide brief explanation: This is a Revenue amendment. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division (503) 655-8641
<b>Contract No.</b>	H3S# 9302, State# 5084

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #6 to an Intergovernmental Agreement (IGA) with the State of Oregon Housing and Community Services Department (OHCS).

Amendment #6 provides grant funding up to an amount Not to Exceed (NTE) \$25,987,168. The NTE amount includes previous COVID-19 grant revenue funding from OHCS that was approved by the Board of Commissioners in Amendments #1 - #4. OHCS is adding the previous funding as part of the NTE, and at the same time incorporating a buffer into the NTE amount, which will accommodate any additional allocations to Social Services for existing funding that may not be foreseen.

The agreement was approved by County Counsel on October 22, 2020 and Emergency Operations Command on October 27, 2020.

**RECOMMENDATION:**

Staff recommends the approval of Amendment #6, and that Gary Schmidt, County Administrator, or his designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



Richard Swift, H3S Deputy / FOL

Richard Swift, Director  
Health, Housing and Human Services Department



**State of Oregon  
Oregon Housing and Community Services Department  
Master Grant Agreement  
Amendment No. 6**

This is Amendment No. 6 (the “Amendment”) to the Master Grant Agreement No. 5084, dated July 1, 2019 (the “Agreement” or “MGA”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“OHCS” or “Department”), and **Clackamas County**, acting by and through its Health, Housing and Human Services Department, (“Subgrantee”).

**Recitals:** OHCS and Subgrantee have agreed to amend the Agreement to increase the amount of grant funding provided to Subgrantee.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as: New Language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and **striking** unless a section is replaced in its entirety:
  - a. Amend Section 3, entitled Consideration, as follows:
 

**3. Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$25,987,168.00** [~~\$19,990,129.00~~]. The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subgrantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when take together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subgrantee under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

*[Signature page follows]*

**SIGNATURES**

**SUBGRANTEE:**

**Clackamas County**

Authorized Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 By (print name): Gary Schmidt  
 Title: County Administrative Officer  
 Email: gschmidt@clackamas.us  
 TIN#: 93-6002286

**OHCS:**

**State of Oregon acting by and through its  
Housing and Community Services Department**

Authorized Signature: \_\_\_\_\_  
 Margaret Salazar, Director or designee Date

Reviewed and Approved By: Andrea Bell, Director of Housing Stabilization via email 10/13/2020  
 Contract Administrator Date

**DEPARTMENT OF JUSTICE**

Approved as to Legal Sufficiency By: Hannah P. Fenley, via email 1 008/2020  
 Assistant Attorney General Date



**DAN JOHNSON**  
DIRECTOR

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

November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with ODOT  
(Contract No. 34384)  
For the Foster Road Paving at Hwy 212**

<b>Purpose/Outcome</b>	DTD Transportation Maintenance is seeking approval of an IGA with ODOT for Foster Road Paving, from the intersection of Hwy 212 to approximately 1,000 feet north.
<b>Dollar Amount and Fiscal Impact</b>	Damascus Road Funds will pay ODOT for all costs for this project, which are estimated to be \$250,000.
<b>Funding Source</b>	Damascus Road Fund 215-7435-00-424411
<b>Duration</b>	Effective upon signature by all parties until the project is complete or ten (10) calendar years, whichever occurs first.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	Supports the BCC goal to build a strong infrastructure, and DTD's goal to maintain the average condition of paved Damascus roads at 70 PCI (Pavement Condition Index) or higher.
<b>Counsel Review</b>	This IGA was reviewed and approved by County Counsel on 10/26/2020 (NB)
<b>Procurement Review</b>	Was this item processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Explanation: Item is an IGA
<b>Contact Person</b>	<i>Vince Hall, Project Manager, (503) 650-3210</i>

**BACKGROUND:**

Foster Road is experiencing pavement failures close to the intersection of Highway 212 that could become hazards to the traveling public in the near future. This IGA will allow the County to quickly repair the area of Foster Road and also save money because ODOT has a contractor



working in the area on a much larger project. Larger construction projects often have cheaper unit costs because of the economy of scale, and ODOT's project was bid when asphalt prices were low.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this IGA with ODOT for the paving project on Foster Road.

Sincerely,

*Mike Bezner*

Mike Bezner, PE  
Transportation Engineering Manager

**INTERGOVERNMENTAL AGREEMENT  
Foster Road Paving at OR 212**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. State is delivering the OR212: UPRR – US26 project, Statewide Improvement Program (STIP) Key Number 18772. Agency has requested additional work adjacent to State's project and is willing to pay State for this additional work.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to State paving approximately 1000 feet of Foster Road starting at the intersection of OR 212, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$200,000 in Agency funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for any Project costs beyond the estimate. State will notify Agency if the cost is anticipated to exceed \$250,000 and will not approve costs in excess of \$250,000 without Agency's written approval. If costs are expected to exceed \$250,000, State will work with Agency to identify cost savings or limit the scope of the Project.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

**STATE OBLIGATIONS**

1. State shall take all steps necessary to complete the Project.

2. State shall, upon receipt of a fully executed copy of this Agreement, send Agency letter of request for an advance deposit in the amount of \$200,000 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations paragraph 1. Agency agrees to make additional deposits as needed upon request from State up to \$250,000. If costs are anticipated to exceed \$250,000, State will work with Agency to limit the scope of the Project.
3. Upon completion of the Project, State shall send an itemized statement of the actual total cost of State's participation for the Project to Agency. Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.
4. State's Project Manager for this Project is Jamie Miller, 3700 SE 92<sup>nd</sup> Avenue, Portland, OR 97266, 503-731-8502, Jamie.n.miller@odot.state.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

#### **AGENCY OBLIGATIONS**

1. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit in the amount of \$200,000 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations paragraph 1. Agency agrees to make additional deposits as needed upon request from State up to \$250,000. If costs are anticipated to exceed \$250,000, State will work with Agency to limit the scope of the Project.
2. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.
3. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

4. Agency, if a county, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the county.
5. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
6. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
7. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
8. Agency's Project Manager for this Project is Vince Hall, 902 Abernathy Road, Oregon City, OR, 97045, 503-704-7285, vincehal@clackamas.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.

- d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceed.
  6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**



**CLACKAMAS COUNTY**, by and through  
its **Commissioners**

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

By \_\_\_\_\_

Agency's Counsel

Date \_\_\_\_\_

**Agency Contact:**

Vince Hall  
902 Abernathy Road  
Oregon City, OR 97045  
503-704-7285  
vincehal@clackamas.us

**State Contact:**

Jamie Miller  
3700 SE 92<sup>nd</sup> Avenue  
Portland, OR 97266  
503-731-8502  
Jamie.n.miller@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Region 1 Maintenance & Operations  
Manager

Date \_\_\_\_\_

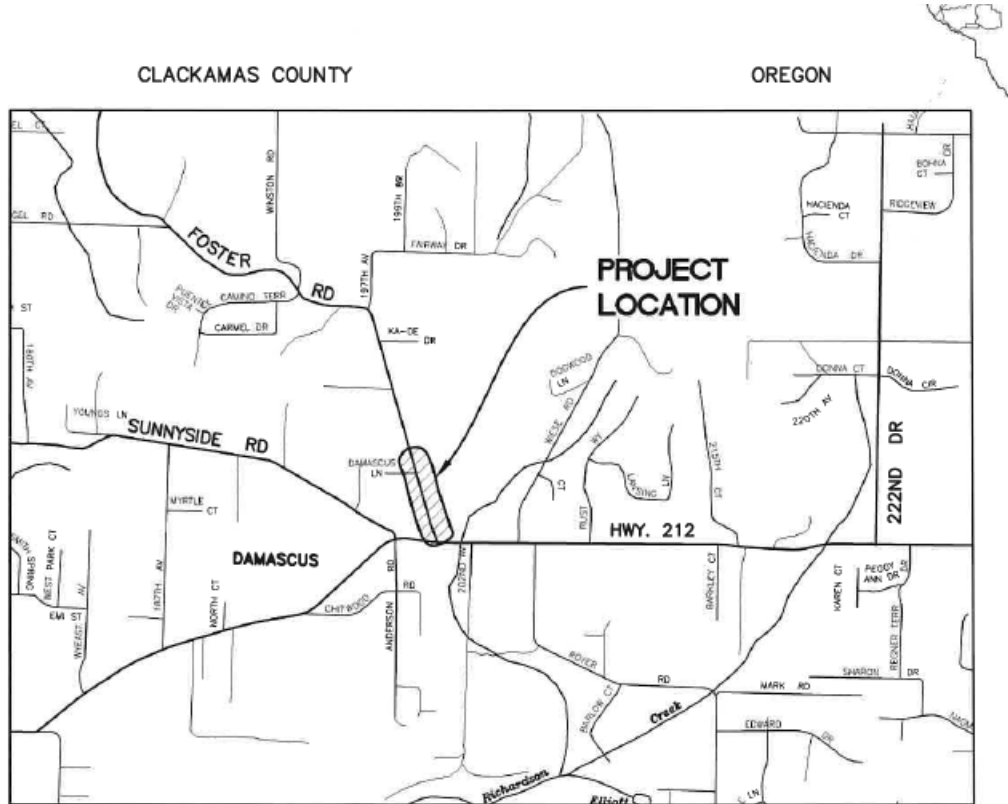
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Janet Borth \_\_\_\_\_

Assistant Attorney General (If Over  
\$150,000)

Date via email dated August 24, 2020

EXHIBIT A



VICINITY MAP  
NOT TO SCALE



T. 2S, R. 3E, SEC. 5



**DAN JOHNSON**  
DIRECTOR

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

November 12, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
University of Oregon for an AmeriCorps Member

<b>Purpose/Outcome</b>	Embedding an AmeriCorps member from the University of Oregon's "Resource Assistance for Rural Environments" program with Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	\$23,500
<b>Funding Source</b>	Funding is via the Sustainability & Solid Waste (S&SW) program revenue, and is included in the approved FY 20-21 budget. S&SW revenue is from fees for service and no general fund resources are used.
<b>Duration</b>	10 months, terminating July 31, 2021
<b>Previous Board Action / Review</b>	An IGA for a RARE AmeriCorps member was approved by the Board for FY 19-20, with this position focused on supporting community solar projects, and assessing county buildings for possible solar projects.
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your department's Strategic Business Plan goals?</i> Our program provides a lead role in meeting the County's goals to reduce our operational and community-level carbon footprint.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i> This item supports the Board's strategic result to 'By January 2022 a Climate Action plan is adopted for our community with specific recommendations to reach the goal of being carbon neutral by 2050', under the strategic priority to Honor, Utilize, Promote and Invest in our Natural Resources. It also aligns with the Policy Perspective of carbon neutrality.</p>
<b>Counsel Review</b>	This IGA was reviewed by County Counsel (AN) and approved on 9/28/2020.
<b>Procurement Review</b>	<p>1. Was the item processed through Procurement? No</p> <p>2. If no, provide brief explanation: Item is an IGA</p>
<b>Contact Person</b>	Eben Polk, Supervisor, DTD-Sustainability & Solid Waste - 742-4470
<b>Contract No.</b>	RARE SERVICES AGREEMENT No. 29448

**BACKGROUND:**

This Intergovernmental Agreement with the University of Oregon's Resource Assistance for Rural Environments (RARE) program enables the County to host an AmeriCorps member during Fiscal Year 20-21, to work in three areas: (1) support community engagement efforts during the Climate Action planning process, (2) support an updated greenhouse gas inventory for county operations, (3) scope out potential energy resiliency projects that could protect power for critical infrastructure, and (4) support engagement with, and familiarity with, solar options within the community.

The costs for this IGA were included and approved through the budget process for FY 20-21. The IGA was not available until after the program was underway and is effective September 1, 2020, through July 31, 2021.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this Intergovernmental Agreement with University of Oregon for an Americorps Member and authorize Dan Johnson, DTD Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is fluid and cursive, with the first name "Eben" and last name "Polk" clearly distinguishable.

Eben Polk, Supervisor

Department of Transportation & Development – Sustainability & Solid Waste Program



UNIVERSITY OF  
OREGON

Institute for Policy  
Research and Engagement  
Resource Assistance for  
Rural Environments (RARE)



## RARE 2020-2021 SERVICES AGREEMENT No. 29448

This agreement ("AGREEMENT") is by and between Clackamas County, hereafter known as the "CLIENT", and the University of Oregon, hereafter known as "UNIVERSITY".

The parties wish to enter into this AGREEMENT for the purpose of mutual benefit to the CLIENT and the selected AmeriCorps service member, herein referred to as "MEMBER".

### 1. STATEMENT OF SERVICE

The UNIVERSITY expects to receive funding from the Corporation for National and Community Service through the State of Oregon Higher Education Coordinating Commission on behalf of Oregon Volunteers to support the program entitled "Resource Assistance for Rural Environments" ("RARE") which provides cooperative planning and resource assistance to participating rural communities.

The cooperative services requested by the CLIENT and provided by the MEMBER are under the management and with the guidance of the UNIVERSITY. College-level members will assist residents of resource-dependent rural communities/counties to evaluate their community's future, find answers to community questions and assist in the development and implementation of strategies to improve economic and environmental conditions for the community and/or the watershed in which it is located. A MEMBER will be assigned to the CLIENT to help implement a specified work plan.

The general cooperative services to be provided to the CLIENT by the MEMBER are identified in the Scope of Work section in Attachment A, Proposal, of this AGREEMENT.

### 2. PERIOD OF AGREEMENT

This AGREEMENT shall be effective on 9/1/2020 and shall terminate on 7/31/2021, unless otherwise amended. The CLIENT and the MEMBER, with the help of the UNIVERSITY, shall develop the community service program of the MEMBER. Periodic adjustments to this program may be made throughout the project period as deemed necessary by the CLIENT and with agreement of the UNIVERSITY and MEMBER.

### 3. AMERICORPS REQUIREMENTS

As required by the Corporation for National and Community Service, the CLIENT agrees to:

- a. Provide a safety orientation to their MEMBER within two weeks of their arrival;
- b. Not hire the MEMBER as an employee for other work during the term of service;
- c. Ensure that national service opportunities related to this AGREEMENT are in compliance with applicable federal disability laws;
- d. Ensure the MEMBER does not engage in prohibited activities as described in both the RARE Program Handbook and Attachment B, Rules of Conduct, of this agreement; and
- e. Ensure MEMBER follows all RARE Program policies as described in the RARE Program Handbook.

RARE - Resource Assistance for Rural Environments  
1209 University of Oregon | Eugene, Oregon 97403 | T: 541.346.3889 | F: 541.346.2040 <https://rare.uoregon.edu/>

*An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act*

#### 4. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed price sum of \$23,500.00, to fund CLIENT'S participation in the services described in section 1 above. This project is funded in part with funds from the Corporation for National and Community Service through the Oregon Commission for Voluntary Action and Service and the University of Oregon. The UNIVERSITY will invoice the CLIENT for 25% of the fixed price sum listed above upon execution of this AGREEMENT. UNIVERSITY will invoice subsequent quarterly billings of 25% to the CLIENT on December 1, 2020, March 1, 2021, and June 1, 2021. All billings are payable within 30 days of receipt of invoice. Submit payments referencing the University Index 3765A0 on the face of the check to:

University of Oregon c/o Cashiers  
P.O. Box 3237  
University of Oregon  
Eugene, OR 97403-0327

The MEMBER is not an employee of the CLIENT or the UNIVERSITY, but is provided employment benefits such as Workers' Compensation and Social Security through the UNIVERSITY's payroll system. Therefore, the CLIENT is not responsible for any payroll costs over and above the total amount specified in this AGREEMENT. The CLIENT agrees to cover the cost of office and administrative expenses related to the MEMBER'S work duties as well as travel expenses incurred in the execution of these duties. The CLIENT will provide liability insurance for the MEMBER per the volunteer liability insurance of the CLIENT organization. The CLIENT will identify an individual to serve as the local supervisor and mentor of the MEMBER in compliance with program requirements, subject to the approval of the UNIVERSITY.

#### 5. FUNDS AVAILABLE AND AUTHORIZED

The CLIENT certifies at the time of signing this AGREEMENT that sufficient funds are committed and authorized for expenditure to finance costs of this AGREEMENT within its current appropriation or limitation.

If the CLIENT is not allotted the funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for such purposes to continue this AGREEMENT, this AGREEMENT shall automatically terminate at the end of the current fiscal period for which funds have been allocated.

Such termination shall not constitute an event of default under any other provisions of this AGREEMENT, but the CLIENT shall be obligated to pay its share of all charges incurred through the end of such fiscal period.

The CLIENT shall give the UNIVERSITY written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability.

#### 6. AMENDMENTS

This AGREEMENT shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both parties to this AGREEMENT.

#### 7. TERMINATION



This AGREEMENT may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

The UNIVERSITY may terminate this AGREEMENT effective upon delivery of written notice to the CLIENT, or at such date as may be established by the UNIVERSITY, under any of the following conditions:

- a) If UNIVERSITY funding from federal, state, or other source is not obtained and continued at levels sufficient to allow for the purchase of the specified services. When possible, and when agreed upon, the AGREEMENT may be modified to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate under this AGREEMENT or are no longer eligible for the funding proposed for payments authorized by this AGREEMENT.
- c) If the work program or work conditions of the MEMBER as defined by the CLIENT is an inappropriate use of program funds.

#### 8. ACCESS TO RECORDS

The UNIVERSITY, and the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CLIENT which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts.

#### 9. OWNERSHIP OF THE WORK PRODUCT

All work produced by UNIVERSITY under this AGREEMENT shall be the property of UNIVERSITY. UNIVERSITY grants to CLIENT and MEMBER a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by CLIENT under this AGREEMENT shall be the property of CLIENT. CLIENT grants to UNIVERSITY and MEMBER a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by MEMBER under this AGREEMENT shall be the property of MEMBER. MEMBER grants to UNIVERSITY and CLIENT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

For work product produced jointly under this AGREEMENT, CLIENT, UNIVERSITY, and MEMBER shall be owners and all parties shall be entitled to reproduce, publish or otherwise use, and to authorize others to use, such work product.

#### 10. NON-DISCRIMINATION

The CLIENT and UNIVERSITY agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

#### 11. INSURANCE

The parties affirm that each maintains adequate and appropriate insurance coverage or an equivalent self-insurance program.

#### 12. WAIVER



The failure of the UNIVERSITY to enforce any provision of this AGREEMENT shall not constitute a waiver by the UNIVERSITY of that or any other provision of this AGREEMENT.

**13. KEY PERSONNEL/NOTICES**

Communications concerning the work to be performed under this AGREEMENT shall be addressed to:

RARE CONTACT (Technical)  
Titus Tomlinson, Program Director  
1209 University of Oregon  
Eugene, OR 97403-1209  
Phone: (541) 346-2879  
[titust@uoregon.edu](mailto:titust@uoregon.edu)

CLIENT CONTACT (Technical)  
Eben Polk, Sustainability Supervisor  
Clackamas County - Dept. of Transp. & Dev.  
150 Beaver Creek Road, Oregon City 97045  
503-742-4470  
[epolk@clackamas.us](mailto:epolk@clackamas.us)

All notices under this AGREEMENT given by either party to the other shall be in writing and submitted to the following individuals, and shall become effective on delivery to the addressee, unless otherwise indicated. Amendments or other changes to this AGREEMENT will not be effective unless signed by the UNIVERSITY and CLIENT Contracting Officers or an authorized representative.

UNIVERSITY CONTACT (Administrative)  
Post Award Team B  
Sponsored Projects Services  
5219 University of Oregon  
Eugene, OR 97403-5219  
Phone: (541) 346-5131  
[sponsoredprojects@uoregon.edu](mailto:sponsoredprojects@uoregon.edu)

CLIENT CONTACT (Administrative)  
Miah Becerra  
503-742-4474  
[sbecerra@clackamas.us](mailto:sbecerra@clackamas.us)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. SEVERABILITY**

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

**15. FORCE MAJEURE**

Neither party shall be held responsible for delay or default caused by strikes, fire, riots, acts of god, terrorist acts or other acts of sabotage, war, inability to obtain labor or materials or reasonable substitutes therefore, government restrictions, regulations, controls or any other causes obligated to perform where such cause was beyond the party's reasonable control. However, the party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this AGREEMENT.

**16. EXECUTION AND COUNTERPARTS**

This AGREEMENT may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**17. ASSIGNMENT**

Neither party shall assign or transfer this AGREEMENT or the rights granted under it in whole or in part,

whether voluntarily or involuntarily, by operation of law or otherwise, without the express written consent of the other party, not to be unreasonably withheld.

18. THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT gives, or is intended to give, or shall be construed to give, any benefit or right to any third parties.

19. MERGER CLAUSE

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have duly executed this agreement effective as of the effective date above in Section 2.

CLIENT

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

UNIVERSITY

Signature  \_\_\_\_\_  
Digitally signed by Elizabeth Thomson Denecke  
Date: 2020.09.11 13:49:36 -07'00'

Printed Name Elizabeth Denecke

Title Associate Director, Sponsored Projects Services

Date September 11, 2020

Tax I.D. 46-4727800

SITE SUPERVISOR

Signature  \_\_\_\_\_

Printed Name Eben Polk

Title Sustainability Supervisor

Date 09/28/2020

## Attachment A



UNIVERSITY OF  
**OREGON**

Institute for Policy  
Research and Engagement  
Resource Assistance for  
Rural Environments (RARE)



### **RARE AmeriCorps Program**

#### **2020-2021 Community Position Description**

1209 University of Oregon

Eugene, OR 97403-1209

P: 541-346-2879

#### **INSTRUCTIONS**

Please complete the following narrative. You will need to complete all sections.

- Section 1** — Community Form
- Section 2** — Placement Narrative
- Section 3** — Project Summary Table
- Section 4** — Essential Functions and Skills

A PDF of all four sections including signature must be received by e-mail no later than 5:00 pm on **June 26, 2020**. Please e-mail application materials to: [rare@uoregon.edu](mailto:rare@uoregon.edu)

You may provide electronic copies of any pertinent documents relating to the scope of work. If they are lengthy documents, you need only send the summary or the important sections. Feel free to embed website addresses in the narrative. This could include plans, assessments, etc.

This program is available to all without regard to race, color, national origin, disability, age, sex, political affiliation or in most instances, religion.

Programs and activities must be accessible to persons with disabilities, and the host site must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified RARE AmeriCorps participants, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.



## SECTION I: RARE AmeriCorps 2020-2021 ORGANIZATION INFORMATION

**Organization** (the organization that is officially submitting this narrative)

Contact First and Last Name **Eben Polk**

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Title **Sustainability Supervisor**

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Organization **Clackamas County**

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Street Address **150 Beaver Creek Road**

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City, State, Zip **Oregon City, OR 97045**

---

Office Phone **503-742-4470** Cell **503-422-1520** Fax **503-742-4453**

---

E-mail [epolk@clackamas.us](mailto:epolk@clackamas.us)

---

Website [www.clackamas.us/recycling](http://www.clackamas.us/recycling), [www.clackamas.us/sustainability](http://www.clackamas.us/sustainability)

---

**RARE AmeriCorps Supervisor** (if different than above)\*

Contact First and Last Name **Sarah Allison**

---

Title **Sustainability Analyst (co-supervisor with Eben Polk)**

---

Organization \_\_\_\_\_

---

Street Address \_\_\_\_\_

---

City, State, Zip \_\_\_\_\_

---

Office Phone **503-742-4462** Cell \_\_\_\_\_ Fax \_\_\_\_\_

---

E-mail [sallison@clackamas.us](mailto:sallison@clackamas.us)

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Website \_\_\_\_\_

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**Individual Responsible for Signing Legal Contracts**

Contact First and Last Name **Dan Johnson**

---

Title **Director, Transportation & Development**

---

Organization **Clackamas County**

---

Street Address **150 Beaver Creek Road**

---

City, State, Zip **Oregon City, OR 97045**

---

Office Phone **503-742-4325** Cell \_\_\_\_\_ Fax \_\_\_\_\_

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E-mail [danjoh@clackamas.us](mailto:danjoh@clackamas.us)

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

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\*If the RARE supervisor changes at any time during the RARE placement process, the RARE program must be notified immediately.

**SECTION I: RARE AmeriCorps 2020-2021 ORGANIZATION INFORMATION**  
**Funding Sources**

All funds must be confirmed by June 26, 2020

Please list your funding sources for the \$23,500 cash match, including dates they were or will be confirmed.

Source	<b>Clackamas County Sustainability &amp; Solid Waste</b>	Date Confirmed	<b>6/21/20</b>
Source	_____	Date Confirmed	_____
Source	_____	Date Confirmed	_____

**Authorization**

Must be signed by an individual with authority to commit funds for the organization

*To the best of my knowledge, the governing body of the organization has duly authorized this narrative and has committed funds for this project.*

**Eben Polk**

**Sustainability Supervisor**

Print Name

Title



**7/10/20**

Signature

Date

## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

### Placement Type

Check the placement type(s) that best describe this position. Please check all that apply, but be as specific as possible as this information will be used to guide the placement process.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Economic Development               | <input type="checkbox"/> Community/Social Services   | <input type="checkbox"/> Geographic Information Systems   |
| <input type="checkbox"/> Natural Resource Planning          | <input type="checkbox"/> Food Systems Development    | <input type="checkbox"/> Main St./Downtown Development    |
| <input type="checkbox"/> Land Use Planning                  | <input type="checkbox"/> Small City/Government Mgmt. | <input checked="" type="checkbox"/> Renewable Energy      |
| <input checked="" type="checkbox"/> Outreach and Engagement | <input type="checkbox"/> Rural/Regional Tourism      | <input checked="" type="checkbox"/> Other: Climate Action |

### Placement Information

Organization **Clackamas County**

RARE Position Title **Rural Energy & Climate Specialist**

County (where RARE AmeriCorps participant's office will be) **Clackamas County**

Counties to be served (if different than above)

Area to be served **Clackamas County especially rural areas** Population **418,000**  
City, county, region, watershed

### Community Information

Median Rental Costs	\$ 1,314 (Zillow Rent Index for a 1 bd house) 1 bdrm. Apartment	\$ 2,259 (Zillow Rent Index for all single family homes for January 2020) 2 bdrm. House
	18	
	26	
	35	
	37	9
	38	13
	39	18
	40	19
	41	20
	48	21)
	51	24
	52	26
Legislative District	3 – Blumenauer (D) 5 – Schrader (D)	59 30
	<hr/> Federal House	<hr/> State House      State Senate

## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

### Performance Measures

As an AmeriCorps Program, RARE reports quarterly on how it is meeting certain pre-determined performance measures. How do your projects meet RARE's performance measures? Please check all that apply, but a minimum of two. In addition, explain how each performance measure checked will be met by your projects.

Increase the number of actively engaged volunteers      How?

---

Increase community resources      How?

Includes but is not limited to outreach materials, assessments, maps, databases, programs, and/or studies.

New community resources will include information around community solar opportunities; information about possible County-owned solar projects; outreach materials to increase understanding of climate change, EVs, or climate action.

---

Create finalized plans that can be implemented during or after the RARE term of service.      How?

County properties that the RARE member evaluates as viable for solar developments will result in plans for future development. The community solar project may result in supportive documents and processes for community-centered development. The climate action plan will be a significant plan with long-term implications for our community.

---

Provide public speaking opportunities to the RARE AmeriCorps participant.      How?

Potential opportunities include subcommittee facilitation, presentations about community solar, or electric vehicles

---

Create or provide teaching opportunities on the topics of business plan development, marketing and/or fiscal management.      How?

---

Transfer skills to community participants. (This can be informal or formal transfer of skills.)      How?

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## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

### Part B: Placement Description

Please describe the placement by answering the questions below.

1. Describe the specific needs in your community that the project(s) will address.

*Rural communities in Oregon often face greater challenges accessing programs and services, compared to urban areas such as the Portland Metro region. In severe weather events or other disasters, rural areas of Clackamas County are often more vulnerable to loss of power and are more isolated, with a less resilient transportation system and power system. Rural areas may also face challenges with air quality due to reliance on wood for heat. Investing in community-scale or household-scale solar and energy efficiency projects can help address multiple challenges, improving community resilience and preparedness, reducing costs for power, and reducing carbon emissions through clean power. Through planning, research, community engagement and education, this project will help identify specific opportunities for and build capacity for more renewable energy, climate action, and electric vehicles, both in the community and for County operations that serve the community.*

*As the County develops an updated climate action plan, it is important that we engage our entire community so that our strategies align with the needs of our diverse community members. Many climate actions have historically been focused on urban environments (compact development, active transportation, etc.), and many traditional engagement activities can be challenging for rural community members to participate in. This project will explore options for engaging the rural community on this topic to provide a stronger foundation for meaningful conversations.*

*Electric vehicles are one climate strategy that has considerable momentum in our region. Both infrastructure and more vehicles are needed. Feedback from community members and rural cities indicated that greater awareness of how EVs can work for people would be helpful, and educational efforts will continue.*

*Because there are many viable potential approaches and partners, we have some flexibility to tailor the community-engagement aspects of our RARE projects towards the strengths and career interests of our RARE member.*

2. Provide evidence that the resident population, organization staff and/or board are supportive of the projects proposed. This may include a description of the community/organization strategic plan or a description of the events or change in policy that has led your community to seek assistance from the RARE program.

*In 2017 our Board of Commissioners adopted a resolution supporting action on climate change and affirming past action plans to reduce our carbon emissions. They approved naming our program 'Sustainability and Solid Waste.' Our commissioners strongly support rural economic development and promoting clean energy. Among the key goals in the Board's strategic plan are to 'honor, utilize, promote and invest in our natural resources, grow a vibrant economy, and ensure safe, healthy, secure communities.' This placement is a response to those priorities and actions. A nationwide poll of county-level opinions on climate issues in 2016 conducted by Yale University estimated that in Clackamas County, 83% of residents support research into renewable energy sources. However, action on this issue has not been well resourced yet. This project will help build a new framework and momentum.*

3. List any community-based organizations with which the RARE AmeriCorps participant will work in completing the project.

*Confirmed partners working in the community include Sustainable Northwest, Clackamas County Weatherization Program, Energy Trust of Oregon, and the Disaster Management Department. Our RARE*

## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

*participant may also connect with or work with Clackamas Soil and Water Conservation District, 350 Clackamas County, the Mount Hood Green Scene, Friends of Family Farmers, OSU Extension Service, one or more of our rural cities, and one or more community planning organizations or hamlet/village organizations, which are Clackamas County's closest equivalent to neighborhood associations.*

4. Describe the readiness of the project(s) (e.g., a plan has been completed and needs to be implemented or the council has adopted the scope of work based on a community outreach process).  
*The community solar project will build on the work of our 18/19 RARE member to assess the potential for community solar in the county. This initial assessment also raised awareness for the potential of evaluating County-owned properties for solar opportunities. The community engagement analysis will enhance work that is already underway to develop a climate action planning process that is comprehensive and action-oriented. The analysis is flexible enough that it is not dependent on the timing of any particular phase of the climate action planning process. The rural electric vehicle infrastructure exploration would build on recent activity from partners such as Portland General Electric and Forth to move forward direction from the Board of County Commissioners regarding early climate action that does not need to wait on a full climate action plan.*

*A preliminary scope will be completed before the RARE term begins, but will be left somewhat flexible, allowing our RARE member to adapt and finalize the plan with support from County staff, Sustainable Northwest, and other potential community partners.*

5. Describe the professional development, learning opportunities and training for the RARE AmeriCorps participant who would serve in the position. Please be as specific as possible.  
*A number of opportunities will be incorporated or encouraged. These include:*
  - *Participating in the County's interdepartmental climate exchange which brings together staff from several departments to discuss climate issues.*
  - *Understanding sustainability management systems and the development of a framework to create and implement a climate plan.*
  - *Connecting with other professionals in land use planning, disaster preparedness, renewable energy, and non-profits.*
  - *Building effective relationships with stakeholder climate action advocates.*
  - *Connecting with other RARE members particularly anyone working on other rural energy initiatives.*
  - *When feasible, our member will have the opportunity to connect with and/or shadow staff providing technical assistance to schools, businesses, or multifamily communities in waste reduction and sustainability.*
  - *Leadership and relationship building. For someone who is interested in understanding and connecting with the type of organizations, community members, and relationships that help make a place like Clackamas County a great place to live, this placement will be a good fit. It will offer exposure to a variety of non-profits, NGOs, community groups, and larger organizations with shared interest in the County's livability, long-term resilience, and environmental health.*



## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

- *Project management and reporting. This placement will offer a member an opportunity to develop an organized plan for at least two projects, characterize desired outcomes and deliverables, and report on outcomes or findings.*
6. Describe the skills that you would need in a RARE AmeriCorps participant that would serve in the position. These are required skills. Please also describe any desired skills.
- *Strong Microsoft Office skills, particularly Excel and Word*
  - *Ability to understand and manage data in spreadsheets*
  - *Effective verbal and written communication skills*
  - *Experience with quantitative analysis and the summarization and presentation of data in charts, tables, and graphs*
  - *Familiarity with and interest in climate issues, sustainability, and/or renewable energy*
  - *Experience with one or more independent and/or team projects*
  - *Ability to establish new relationships with stakeholders*
  - *Interest in energy education and speaking before groups on energy topics*
  - *Familiarity with GIS and graphics software (e.g. InDesign) also a plus*
  - *Driving is required for County business on a regular basis or to accomplish work. A County vehicle will be available at any time driving is necessary. Applicants must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment. Specific information on the County's driving policy can be found at Driving and Vehicle Policy (EPP 52)*
7. Please describe any diversity, equity and inclusion efforts that are part of your organization and, in particular, part of the RARE projects. Please include any professional development opportunities for the RARE AmeriCorps participant related to diversity, equity and inclusion.
- Our RARE Americorps will have several development opportunities in this area that connect to existing efforts. Clackamas County has an Equity, Diversity, and Inclusion Committee (EDIC) that creates learning opportunities and facilitates our ongoing efforts to promote equity, diversity and inclusion. Our department has a new EDI committee that represents another opportunity. Once a year Clackamas County staff may also have an opportunity to attend a regional conference on equity and diversity, and if our AmeriCorps member is eligible to attend, we will offer that opportunity. In addition, if our program participates in a training on diversity, welcoming environments, diverse recruiting, or dismantling racism, we would include our AmeriCorps member.*
8. Please provide a one paragraph position summary (no more than 300 words).
- Clackamas County, OR is seeking an energy and climate specialist to make a significant difference in our community, advancing multiple projects that will result in tangible results for rural communities and our operations as an organization. The specialist will be project-focused. A community solar project will provide*

## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

*support for the County and community members' participation in community solar projects in ways that benefit the County and low income residents. This project will include public engagement and outreach with potential partners and developers as well as key stakeholders. A continued project of evaluation of County properties for solar opportunities will build on the previous year's work analyzing solar opportunities on county buildings at a rough level, to refine priorities, assess certain buildings more deeply, and identifying funding strategies. A continued EV project will focus on raising familiarity and confidence about EV options in rural communities through education about vehicles and potentially assessment of charging infrastructure needs. Finally, the Americorps member will participate in the County's new climate action plan process with a focus on community engagement among rural residents, resulting in greater participation in climate action conversations and stronger relationships in the rural community. Strategies could include a volunteer corps model, a rural-specific subcommittee, and outreach that partners with rural-focused partner organizations.*

### Part C: Organization Narrative

Describe the organization where the RARE AmeriCorps participant will be working with for the next year.

1. Describe the sponsoring organization with which the RARE AmeriCorps participant will be working.  
*The Sustainability and Solid Waste program has approximately 13 staff dedicated to helping Clackamas County, as a community and as an organization, become more resilient and sustainable. We provide education and technical assistance each year to over 1,000 businesses, 130 schools, 120 multifamily communities, and thousands of community members, equipping people to reduce waste, recycle better, reuse and repair, and increasingly, to adopt other sustainable practices. With our support more schools in Clackamas County are certified as Oregon Green Schools than any other County. We also have certified 40+ businesses representing thousands of employees as Leaders in Sustainability. We coordinate repair fairs that allow community members to fix things and learn new skills. We also oversee and regulate the companies that provide garbage and recycling collection service in unincorporated areas of the County. And, we have a great time.*

*More broadly, Clackamas County employs over 2,000 people providing service to the community in departments such as Health, Housing, and Human Services; Transportation and Development; Water Environment Services; Parks and Forests; Sheriff; and several others. Clackamas County is a place where people care about each other and share a passion for public service. The County is like a microcosm of Oregon: part of the Portland Metro area, but with most of its space in rural communities and public lands.*

## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

2. Provide a brief background of the community supervisor (the person who will be responsible for coordinating the day-to-day oversight of the RARE AmeriCorps participant). Describe the organizational role of the community supervisor and any special circumstances (e.g., the supervisor is a volunteer board member or the supervisor works in a different location or works less than full time).

*Eben Polk, Sustainability Supervisor, will provide ongoing and overarching supervision and mentoring for the AmeriCorps member. Sarah Allison, Sustainability Analyst, will provide regular support and coordination and so will serve as a co-supervisor. Eben has been at Clackamas County since 2008. He has completed masters degrees in public policy and environmental management. More recently he has served as a Clackamas County Leadership Academy advisor and mentor. Sarah Allison has worked at Clackamas County for 1.5 years with a focus on climate planning and disaster debris, and has a graduate degree in planning.*

3. Describe the office where the RARE AmeriCorps participant will be located. Please include the following information:

- a. If other staff members work in the office, please indicate who they are (not by name but by number and role).

*1 Senior Analyst: overseeing garbage / recycling collection companies; administering collection system*

*1 Senior Analyst, 3 Analysts: coordinating and delivering outreach and technical assistance with businesses*

*1 Analyst: commercial food waste reduction and donation*

*1 Analyst: schools program*

*1 Analyst: multifamily program*

*1 Analyst: community and residential program*

*1 Analyst: internal sustainability coordination and disaster resilience*

*1 Administrative Specialist*

*1 Seasonal: event recycling*

- b. Please indicate if the office has a 'public' interface (i.e., do clients or residents regularly come in for services?)  
*Clients occasionally visit but more often call or email with requests, and our staff spend significant time in the field with customers (e.g. schools, businesses, community members). Our office is adjacent to the Development Services lobby, which is an active public interface with clients passing through for a variety of permit services*

- c. Please describe how safety training will be provided to the RARE AmeriCorps participant.

*Safety training is an integral part of our on-boarding process for new staff. We have a checklist that includes numerous safety elements and procedures. For any staff using a County vehicle, we have a safe driving checklist and brief orientation too.*

- d. Describe expectations in terms of the RARE AmeriCorps participant's specific office hours (e.g., regular 8am-5pm Monday through Friday; 7am-6pm Monday through Thursday; 40 hours a week with flexible hours to accommodate evening meetings and field work, etc.)?

*A typical week would be 32 to 40 hours; the AmeriCorps member may choose between four 10-hour days, five 8-hour days, or a 9/80 schedule with every other Friday off; regular hours for a five day week would be approximately 8:00 am to 5:00 pm; occasional flexibility to accommodate evening or weekend meetings or events will be important.*



## SECTION II: RARE AmeriCorps 2020-2021 PLACEMENT NARRATIVE

4. Please describe the community in which the person will be working and likely living.

*Clackamas County is a unique mix of urban, suburban, and rural areas, with several small cities—some urban and some rural. Most of our 400,000 residents live in the urbanized northwest part of the County, within the Portland Metro boundary. Many others, however, live in areas of forest and farm, or on the shoulders of Mount Hood, or in small rural towns and neighborhoods. Clackamas County has abundant outdoors opportunities: fishing, kayaking, rafting, hiking, and biking. We have several excellent farmers markets. On weekends, you can be at the coast in a couple hours, or on Mt. Hood or lost in the Cascades in less. More about visiting Clackamas County can be found at [www.mounthoodterritory.com](http://www.mounthoodterritory.com). Our AmeriCorps member could choose to live in Oregon City if it is important to minimize their commute, or, if it suits them, may live elsewhere. Some staff in our program live in Portland, others live in West Linn, Milwaukie, Oregon City, Gladstone, or Oak Grove. Clackamas County employees also live in rural communities such as Estacada, Molalla, Beavercreek, or Canby. Some of our cities have small but attractive downtowns (Oregon City, Sandy, Lake Oswego, Milwaukie). Our primary campus in Oregon City is served by Trimet's 33 bus line with frequent service between Milwaukie and Oregon City.*

5. Provide additional information that you believe may be important for someone who is new to your community and/or the state of Oregon that may be important for a potential RARE AmeriCorps participant.
- Oregon is a beautiful state with a multitude of places and career paths to explore. It is also a place where the mission to create sustainable communities is alive. It is a great place to live and work. There are numerous informal networking groups dedicated to sustainability issues where people can make connections and navigate career options, particularly in nearby Portland. Oregon has a history of doing its own thing to protect the resources we value, from the 1970s era 'Bottle Bill' that pioneered recycling for bottles and cans, to the strength of state land use law to protect farmland, promote smart growth and local land use planning. But it is by no means perfect. Here the exploitation and the celebration and protection of our abundant forests and wildlands have co-existed, sometimes uneasily, with their economic use. Many communities in Oregon, including some in Clackamas County, have a history of depending on the once-significant timber economy. The growth areas in our economy are in services, tourism, and tech.*

### **SECTION III: RARE AmeriCorps 2020-2021 SCOPE OF WORK**

Please summarize the information in Section III using the following table. You may expand the size of existing rows or add additional rows as needed for projects, by unlocking the document. The purpose of this table is to give RARE AmeriCorps participants an overview of the placement description. This table will be attached to your community contract (signed at the beginning of the RARE AmeriCorps participant's term of service). Please use sufficient detail to explain your projects (i.e., if a RARE AmeriCorps participant were solely looking at this table, they would understand the scope of work for this placement).



### SECTION III: RARE AmeriCorps 2020-2021 SCOPE OF WORK

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
A: Community Solar in Rural Clackamas County	Expanding use of and readiness for rural solar energy sources through community solar projects	<ul style="list-style-type: none"> <li>• Continue to assist local community solar developers in their efforts to formulate projects through connecting them to local community members, organizations, and businesses</li> <li>• Provide the resources necessary for community members to be connected with local community solar projects</li> </ul>	Strong analytical, writing, and relationship building skills. Familiarity with or interest in clean energy and community/stakeholder engagement.	Participation by the County and community members in community solar projects.	20
B: County Facilities Solar	Identify and prioritize opportunities for solar on county properties and potential funding strategies	<ul style="list-style-type: none"> <li>• Determine potential solar energy opportunities the county can pursue</li> <li>• Determine how solar energy installations on county owned property can help reduce the carbon emissions of the county</li> <li>• Layout pathway the county can take if they wish to move in the direction of solar energy</li> </ul>	Strong analytical, writing, and relationship building skills. Familiarity with or interest in clean energy and stakeholder engagement.	Build on recently completed analyses of solar potential at county properties by developing a prioritized list, deeper analysis of opportunities including structural constraints of roofs, and identify funding opportunities.	10

### SECTION III: RARE AmeriCorps 2020-2021 SCOPE OF WORK

<p>C: Rural EV Development</p>	<p>Partner with local electric vehicle nonprofits to expand EV engagement and knowledge throughout Clackamas County's rural communities to increase ownership. Organize events or forums to educate rural communities on electric vehicles and expand the opportunity to own and operate an electric vehicle</p>	<ul style="list-style-type: none"> <li>• Educate rural communities on electric vehicles</li> <li>• Create a space where rural electric vehicle owners can get together and collaborate</li> <li>• Provide opportunity for rural community members to browse and test drive electric vehicles</li> </ul>	<p>Familiarity with or interest in electric vehicles, climate mitigation, public/private partnerships and/or stakeholder engagement. Strong relationship building and research skills.</p>	<p>Events or other formats (pending COVID pandemic circumstances) to raise awareness of EV opportunities</p>	<p>20</p>
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### SECTION III: RARE AmeriCorps 2020-2021 SCOPE OF WORK

D: Climate Action Plan	Engage Clackamas County's rural communities in the climate action planning process.	<ul style="list-style-type: none"> <li>• Integrate rural community members into Clackamas County's climate action planning process</li> <li>• Build relationships among the rural communities through climate engagement</li> <li>• Research most effective ways to approach climate action planning with rural stakeholders</li> <li>• Allow rural community members the opportunity to meaningfully participate in climate action plan</li> <li>• Formulate subcommittee of rural stakeholders to meet regularly</li> <li>• Identify strategies or tools to evaluate the level of success or productiveness of engagement</li> <li>• Actively incorporate information and data gathered directly into the plan itself</li> </ul>	Strong analytical, writing, and relationship building skills. Familiarity with or interest in climate action and community/stakeholder engagement.	Increased and positive engagement with rural community members for awareness about climate change, and meaningful participation in climate planning.	40
E: Additional Tasks	Professional development, skill and relationship building	Attending trainings, RARE functions, forums, conferences, or other professional development tasks	Strong analytical, writing, and relationship building skills. Curiosity and interest in exploration.	A well-supported AmeriCorps member	10

## SECTION IV: RARE AmeriCorps 2020-2021 ESSENTIAL FUNCTIONS

We have listed the essential functions of a RARE AmeriCorps participant in general. Please include any additional essential functions of your placement, not listed below. This may include skills as well as requirements such as passing a drug test, owning their own car, etc. This should include any required skills you listed in Section II.B.6.

### Essential Functions

The RARE AmeriCorps participant must be able to fulfill the following essential functions:

- Complete a minimum of 1700 of service within 11 months;
  - Represent the RARE AmeriCorps Program, their community organizations and themselves well by behaving professionally and following the dress code and standards of conduct of their sponsoring organization;
  - Travel to and participate in required RARE trainings, including Orientation, Fall training, and the End of the Year Event;
  - Create and submit a work plan, with the support and approval of the community supervisor, that accurately reflects the RARE AmeriCorps participant's on-site duties and deliverables;
  - Complete monthly service reports and quarterly assessments in a timely manner;
  - Seek technical assistance and support whenever needed, from community resources, RARE/IPRE staff, or from the University outlined both the in the scope of work and in the RARE AmeriCorps participant work plan;
  - Complete specified work products as described in scope of work and work plan.
- 
- Produce documents, reports and analyses with strong Microsoft Office skills, particularly Excel and Word
  - Understand and manage data in spreadsheets
  - Effective verbal and written communication skills
  - Experience with quantitative analysis and the summarization and presentation of data in charts, tables, and graphs
  - Familiarity with and interest in climate issues, sustainability, and/or renewable energy
  - Experience with one or more independent and/or team projects
  - Ability to establish new relationships with stakeholders
  - Interest in energy education and speaking before groups on energy topics
  - Familiarity with GIS and graphics software (e.g. InDesign) also a plus
  - Driving is required for County business on a regular basis or to accomplish work. A County vehicle will be available at any time driving is necessary. Applicants must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment. Specific information on the County's driving policy can be found at [Driving and Vehicle Policy \(EPP 52\)](#)
  - Owning a car is not necessary to reach work in Oregon City, if the RARE member selects housing that allows a convenient commute by bus or bike; however it would be helpful and provide flexibility to explore Portland, the region, and the outdoors if the member owns a vehicle.

## Attachment B: Rules of Conduct

The MEMBER agrees to act in conformance with, and abide by, all current and future rules and procedures established by the PROGRAM and contained in the Administrative Handbook provided to MEMBERS. These rules include but are not limited to the following:

- a) The MEMBER is expected to, at all times, while acting in an official capacity as an AmeriCorps Member:
  - i) Demonstrate mutual respect toward others;
  - ii) Follow the direction and guidance of PROGRAM staff and local supervisor;
  - iii) Direct concerns, problems and suggestions to the appropriate PROGRAM official; and
  - iv) Wear appropriate AmeriCorps gear.
- b) While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities associated with the AmeriCorps Program, MEMBERS may not engage in the following prohibited activities:
  - i) Any effort to influence legislation, as prohibited under section 501(c) of the Internal Revenue Code of 1986 (26 U.S.C. 501(c));
  - ii) Organizing protests, petitions, boycotts, or strikes;
  - iii) Assisting, promoting, or deterring union organizing;
  - iv) Impairing existing contracts for services or collective bargaining agreements;
  - v) Engaging in partisan political activities, or other activities designed to influence the outcome of any election to any public office;
  - vi) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation or elected officials;
  - vii) Engaging in religious instruction, conducting worship services, providing instruction in part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of proselytization;
  - viii) Providing a direct benefit to-
    - 1. A business organized for profit;
    - 2. A labor union;
    - 3. A partisan political organization;
    - 4. A nonprofit organization that fails to comply with the restrictions contained in section 501(c) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent members from engaging in advocacy activities undertaken under their own initiative; and
    - 5. An organization engaged in the religious activities described in paragraph (e) of this section, unless Corporation assistance is not used to support these religious activities; and
  - ix) Voter registration drives by AmeriCorps members is an unacceptable service activity. In addition, Corporation funds may not be used to conduct a voter registration drive;



- x) Engaging in census activities or serving as a census taker;
  - xi) Provide services for election or polling locations or provide support of such activities.
  - xii) Providing abortion services or referrals for receipt of such services
  - xiii) Such other activities as the Corporation may prohibit. Other activities as the Corporation determines will be prohibited, upon notice to the PROGRAM;
  - xiv) Engaging in any activity that is illegal under local, state or federal law;
  - xv) Engaging in activities that pose a significant risk to themselves or others;
  - xvi) Consuming alcoholic beverages; or
  - xvii) Being under the influence of alcohol or any illegal drugs.
- c) The MEMBER understands that the following acts also constitute a violation of the PROGRAM's rule of conduct:
- i) unauthorized tardiness;
  - ii) unauthorized absences;
  - iii) failure to complete community service assignments;
  - iv) repeated use of profanity or other inappropriate language at service site;
  - v) failure to wear appropriate clothing at service site;
  - vi) stealing or lying;
  - vii) engaging in activities that may be physically or emotionally damaging to other members of the PROGRAM or of the community; or
  - viii) failure to notify the PROGRAM of any criminal arrest or conviction that occurs during the time of service.
- d) The MEMBER agrees to abide by the PROGRAM's Drug and Alcohol Policy, in accordance with the regulations of the Corporation for National and Community Service, as follows:
- i) While acting in an official capacity as an AmeriCorps Member, the MEMBER will not
    - (1) Consume alcoholic beverages or marijuana; or
    - (2) Be under the influence of alcohol, marijuana or any illegal drugs.
  - ii) At any point during the term of service, whether acting in their official capacity or not, the MEMBER will not possess or consume any illegal drugs.
- e) Fundraising Activities
- i) Approved Member Activities. MEMBERS may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. A maximum of 10% of the MEMBER's hours can be fundraising. The MEMBER will identify fundraising hours by using the fundraising category on their timesheet. Examples of fundraising activities members may perform include, but are not limited to, the following:
    - a. Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read;
    - b. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
    - c. Securing support and equipment from the community enable volunteers to help build houses for low-income individuals;
    - d. Securing financial resources form the community to assist a faith-based or community-based organization in launching or expanding a program that

- provides social services to the members of the community and is delivered, in whole or in part, through the members of the organization;
- e. Seeking a donation from alumni of a program for specific service projects being performed by current members.
- ii) Prohibited Member Activities. A MEMBER's service activities may not include the following:
- a. Raising funds for their living allowance;
  - b. Raising funds for an organization's operating expenses or endowment;
  - c. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service;
  - d. Writing grant applications for funding provided by any other federal agencies.
- f) Nonduplication and Non-displacement
- i) The MEMBER'S activities may not duplicate any activity that is already available in the locality of their host site.
  - ii) The MEMBER may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits.
  - iii) The MEMBER may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
  - iv) The MEMBER may not perform any services or duties, or engage in activities, that
    - (1) Will supplant the hiring of employed workers; or
    - (2) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
  - v) The MEMBER may not perform services or duties that have been performed by or were assigned to any
    - (1) Presently employed worker;
    - (2) Employee who recently resigned or was discharged;
    - (3) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
    - (4) Employee who is on leave (terminal, temporary, vacation, emergency, or sick);  
or
    - (5) Employee who is on strike or who is being locked out.





**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Sustainability Solutions Group Worker Co-operative for the  
Climate Action Plan Project**

<b>Purpose/Outcome</b>	Approval of a contract with Sustainability Solutions Group (SSG), to manage the development of the county-wide climate action plan.
<b>Dollar Amount and Fiscal Impact</b>	Contract total value of \$195,425.00. The majority of this will be paid in the current fiscal year. DTD's Sustainability and Solid Waste program will be providing \$150,000 towards this contract, with WES providing an additional \$50,000 to cover the remaining contract value.
<b>Funding Source</b>	Funds provided by DTD are from solid waste franchise fees (Acct String 217 7424 431000), and the funds from WES are from Acct String 631-01-10690-439920. These funds are accounted for in DTD's and WES's approved FY 20-21 budgets. No general funds are used for this contract.
<b>Duration</b>	Contract signing until December 31, 2021
<b>Previous Board Action/Review</b>	October 17, 2018 – Board directed staff to develop a county-wide climate action plan. September 4, 2019 – Board clarified scope of climate action plan. January 15, 2020 – Board approved final scope of work for climate action plan RFP.
<b>Strategic Plan Alignment</b>	<p>1. How does this item align with your department's Strategic Business Plan goals?</p> <p>A key mission of Sustainability and Solid Waste is addressing climate change, as it affects public health, and the safety and security of our communities. This plan will help provide a balanced, sustainable approach to our natural resources that can generate prosperity and help secure and conserve resources for future generations. DTD has also adopted the Board goal of developing a Climate Action Plan in order to achieve carbon neutrality by 2050.</p>

<b>Strategic Plan Alignment (continued)</b>	<p>2. How does this item align with the County's Performance Clackamas goals?</p> <p>This item is essential to the Board's Strategic Result of "By January 2022, a Climate Action Plan is adopted for our community with specific recommendations to reach the goal of being carbon neutral by 2050." It also supports the Policy Perspective of carbon neutrality.</p>
<b>Counsel Review</b>	10/13/2020, AN
<b>Procurement Review</b>	Was the item processed through Procurement? Yes
<b>Contact Person</b>	Eben Polk, Sustainability Supervisor, 503-742-4470
<b>Contract No.</b>	#3240

**Background:**

A key mission of the Department of Transportation and Development's (DTD) Sustainability & Solid Waste Program (S&SW) is to support the Board goal of developing a Climate Action Plan by January 2022 that will provide specific recommendations to lead the community to carbon neutrality by 2050.

To do this work, in May 2020, S&SW issued a request for proposals (RFP) to contract with a firm or combination of firms to develop a county-wide climate action plan (CAP), with associated implementation plans and a climate lens to serve as a tool to guide decisions that have implications for climate. This plan and its supporting elements are intended to lay a path forward for Clackamas County as a thriving, low-carbon community.

The resulting contract will bring on experts in both climate action and community engagement to develop a plan that has substantial community support, and is oriented around strategic implementation to meet the County's goal of being carbon neutral by 2050. The actions in this plan (and those influenced by the climate lens) will address the reduction of greenhouse gasses, provide strategies to adapt to climate change impacts, and ways to store carbon in plants and soil. The actions will address County operations, County actions that influence community emissions, and community actions where the County may have less of a lead role.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on May 28, 2020. Proposals were opened on July 9, 2020. The County received ten (10) proposals from: Ecology & Environment; Dudek; Cardno; Cascadia Consulting Group; Sustainability Solutions Group; Brendle Group Team; CannonDesign; Good Company; Geos Institute; and Stantec Consulting Services. An evaluation committee of seven personnel including staff from DTD, Public & Government Affairs, and Health, Housing and Human Services, scored Sustainability Solutions Group Worker Co-operative proposal and confirmed their capability of performance. Upon Contract award, the final statement of work was negotiated and finalized. Project fees were

negotiated and based upon existing Oregon Department of Transportation (“ODOT”) Negotiated Billing Rates.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Contract with Sustainability Solutions Group Worker Co-operative for the Climate Action Plan Project.

Sincerely,

*Dan Johnson*

Dan Johnson  
Director

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #3240**

This Personal Services Contract (this "Contract") is entered into between **Sustainability Solutions Group Worker Co-operative** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Department of Transportation and Development, Sustainability and Solid Waste.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Climate Action Plan ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred ninety five thousand four hundred twenty-five dollars (\$195,425.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials in accordance with the rates and costs specified in Exhibit D. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit D.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.  
Invoices shall reference the above Contract Number and be submitted to: Eben Polk.
- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

**7. Contractor and County Contacts.**

Contractor	County
Administrator: Jeremy Murphy Phone: 604-828-6660 Email: <a href="mailto:jeremy@ssg.coop">jeremy@ssg.coop</a>	Administrator: Eben Polk Phone: 503-742-4470 Email: <a href="mailto:EPolk@clackamas.us">EPolk@clackamas.us</a>

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

**ARTICLE II.**

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

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent



upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

County agrees to provide access and information needed by Contractor to perform the Work in a good and workmanlike manner and in accordance with the highest professional standards.

**14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.


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

CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Sustainability Solutions Group Worker Co-operative

Clackamas County

 October 16, 2020  
Authorized Signature Date

\_\_\_\_\_  
Chair Date

Jeremy Murphy / Principal  
Name / Title (Printed)

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

N/A  
Oregon Business Registry #

Approved as to Form:

Worker Cooperative  
Entity Type / State of Formation

 10/20/2020  
County Counsel Date

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

Contractor shall complete work as outlined in Request for Proposal #2020-27 Climate Action Plan, issued May 28, 2020, hereby included as **Exhibit B**, and the Vendor's Response hereby included as **Exhibit C**.

**EXHIBIT B**  
**RFP# 2020-27**  
**CLIMATE ACTION PLAN**  
**Issued May 28, 2020**





**REQUEST FOR PROPOSALS #2020-27**

**FOR**

**Climate Action Plan, Implementation Plans and Climate Lens**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**  
**SONYA FISCHER, Commissioner**  
**KEN HUMBERSTON, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**George Marlton**  
**Chief Procurement Officer**

**Tralee Whitley**  
**Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: July 9, 2020**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

## SCHEDULE

Request for Proposals Issued.....	May 28, 2020
Protest of Specifications Deadline.....	June 4, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	July 2, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	July 9, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	August 2020

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, July 9, 2020** (“Closing”), to provide Climate Action Plan, Implementation Plans, and Climate Lens. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in June 2020.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome> Document No. C01010-2020-27-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at 503-742-5453 or via email at [TWhitley@clackamas.us](mailto:TWhitley@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the consultant whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the consultant. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of sub consultants and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected consultant(s). The consultant(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Sub consultants:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Consultants must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Consultant shall not use sub consultants to perform the Work unless specifically pre-authorized in writing to do so by the County. Consultant represents that any employees assigned to perform the Work, and any authorized sub consultants performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Consultant shall not be permitted to add on any fee or charge for sub consultant Work. Consultant shall provide, if requested, any documents relating to sub consultant's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.



**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The consultant shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, consultant will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded consultant(s) under terms and conditions of the resultant contract. Any such purchases shall be between the consultant and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the consultant awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County is seeking proposals from vendors 1) to develop a comprehensive climate action plan (“CAP”) for the community and internal County operations to reduce greenhouse gas emissions, increase climate resilience, and identify sequestration opportunities, and 2) to develop a climate lens for County projects, programs and services. A central purpose of the CAP is to lay a path forward for Clackamas County as a thriving, low-carbon community.

The County adopted an Action Plan for a Sustainable Clackamas County in 2008, which established broad sustainability goals and initial emission reduction goals for carbon neutrality by 2050. This Plan can be found at the following link: <https://dochub.clackamas.us/documents/drupal/04d0f867-f797-4ce5-a0ed-1c8905a6d01d>. The CAP proposed in this scope of work will expand and refine those adopted climate goals, and build on other climate-related policies noted below. It will also draw from the 2017 Greenhouse Gas (“GHG”) Emissions Inventory: Clackamas County Operations and from a community GHG inventory that will be available by the beginning of the climate action planning process.

Development of the new CAP is projected to take between 12 and 18 months.

This project includes significant technical analysis and engagement of both community and internal stakeholders. As such, proposals may include a primary consultant and a sub consultant to cover these two areas of expertise. The primary consultant may focus on either area of expertise, but will be responsible for the coordination and integration of both.

The selection process under this RFP will occur in two phases.

1. Proposers submit a proposal demonstrating an understanding of the project and capacity to complete it, and
2. The top-ranking proposers are interviewed.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County covers 1,879 square miles of urban, suburban, rural and wild land in north-western Oregon, and has a population of roughly 416,000 split fairly evenly between incorporated and unincorporated areas. Clackamas is one of three counties that make up the metropolitan area of Portland, Oregon. The county is partially within the boundaries of Metro, the regional government for the Portland area, and includes all or portions of 16 cities. More information about the county is available in the Blueprint for a Healthy Clackamas County which can be found at the attached link: <http://www.blueprintclackamas.com/>.

The Clackamas County Board of County Commissioners (“Board”) has five strategic priorities:

- Build public trust through good government
- Grow a vibrant economy
- Build a strong infrastructure

- Ensure safe, healthy and secure communities
- Honor, utilize, promote and invest in our natural resources

Climate change affects the County's ability to meet all these priorities. It threatens the long-term health, prosperity and safety of community members, and the viability of both the built and natural environment. Some community members are more vulnerable to the physical, social, mental health, and economic impacts of climate change, depending on exposure to hazards, livelihood, personal resources, and the resilience and capacity of community resources. Climate change will also impact the ability of public agencies, including Clackamas County, to meet their missions.

Action to reduce the contribution of our community to climate change and to build resilience to climate change will support these strategic priorities. Such actions also have the potential to create significant benefits such as improved public health, air and water quality, and healthier farmland. Climate action includes reduction of greenhouse gas emissions, adaptation efforts to reduce vulnerability and risk, work to sequester carbon from the atmosphere into soils and forests, and supporting efforts such as education, advocacy, or support for economic and lifestyle transitions.

Climate actions also align with existing goals and priorities in a number of strategic plans that already exist in the County. The climate action plan provides an opportunity to influence new goals and priorities in these plans, which include:

- Blueprint for a Healthy Clackamas County to promote well-being,
- Transportation System Improvement Plan, <https://www.clackamas.us/transportation/tsp.html>
- Transportation Safety Action Plan, <https://dochub.clackamas.us/documents/drupal/ae811741-789e-465c-9b79-9fba2261ccd0> and the upcoming;
- Transit Development Plan <https://www.clackamas.us/planning/transit> for safer and healthier mobility,
- Natural Hazard Mitigation Plan <https://www.clackamas.us/dm/naturalhazard.html> for resilience and preparedness, and
- Sustainable Tourism Destination Assessment for Economic Development.

The Board of County Commissioners has adopted several policies related to climate change. In addition to the Action Plan for a Sustainable Clackamas County, the Board adopted the U.S. Cool Counties Climate Stabilization Declaration and a resolution on climate change in 2008. In 2017, the Board reaffirmed the County's climate goals in a resolution found at <https://dochub.clackamas.us/documents/drupal/91b4db53-8131-4aa7-99ba-86eebbc40a50>, and in 2018 the Board directed staff to lay groundwork for the updated countywide climate action plan contemplated in this RFP.

The CAP will identify, analyze, and prioritize strategies to reduce direct and indirect emissions for the entire county, and will acknowledge imported emissions. The community and operational greenhouse gas inventories reflect this range of emissions.

Because of the complex array of authorities and jurisdictions within the county, the CAP will need to address different levels of action. County government can take some direct action within its authority, some of which is countywide (e.g. public health), some of which is limited to unincorporated areas, and some of which is held in special districts. Other actions would require partnership with other organizations and jurisdictions (cities, special districts, regional government [Metro], institutions, state

agencies, etc.). In some cases, advocacy, education and support may be the most appropriate type of action.

### 3.2.1 Planning

Virtually every department in the County contributes to and experiences impacts from climate change. Several plans and documents that influence the work of these departments are listed in section 3.2.4 Background Documents. This list includes plans that already identify climate change as a concern, and plans that present opportunities for climate action. One role of the climate action plan will be to develop a comprehensive picture of the work being done through these dispersed plans and projects, and establish a process to (1) incorporate existing efforts into the CAP, (2) track departments' progress and impact in areas that address the CAP's goals, and (3) identify how these plans should evolve to reflect the Board's priority on climate change.

### 3.2.2 Implementation

The CAP will have a strong focus on and orientation towards implementation. To this end, plan development will consist of three phases.

1. An initial exploratory phase will identify potential climate actions through research and engagement.
2. A second phase of analysis will identify those actions that have potential to be effective, along with clear criteria with which to evaluate those potential actions.
3. A third phase will develop a series of three implementation plans for strategically chosen actions. This contract will include the development of one complete two-year implementation plan, and two high-level implementation plans for subsequent two-year periods.

County departments will have responsibility for actions in these implementation plans. Therefore, it is necessary for those departments to engage throughout the plan development process. This will cultivate ownership and depth of understanding of the selected actions. CAP actions should not duplicate actions from other plans, but rather compliment and connect them to provide support and increased awareness of the role such actions play regarding climate action.

One aspect of this contract that is key to implementation will be the development of a climate lens for County staff and elected officials to use across all policies, programs and projects, regardless of whether they are in the CAP. This lens will connect to the County's strategic plan, *Performance Clackamas*, found at the attached link: <https://dochub.clackamas.us/documents/drupal/f4718e32-d394-42c2-b8a0-9c5a5f6a4b66> and the related department strategic plans. These plans can be used for reference only at the attached link: <https://www.clackamas.us/performance/plans.html>. The lens will be a tool to help surface decisions that have a bearing on the county's carbon footprint and our resilience to climate change, and ensure climate as an issue shapes those decisions. Engagement with department staff and leadership will be important to developing the climate lens that is relevant, designed to be incorporated into a diverse range of projects, and supported at the department level.

### 3.2.3 Ongoing Projects

Several projects to reduce the County's operational GHG emissions are in development now and will proceed concurrently with the climate action planning process. These include projects to:

- evaluate the fleet for opportunities to reduce emissions,

- purchase renewable electricity for County operations,
- update the high performance building policy for new County facilities and major renovations,
- expand electric vehicle (EV) charging opportunities at County facilities, and
- develop clean diesel standards for County construction contracts and a replacement plan for County diesel vehicles.

These projects are an important part of the foundation for further climate work, and should be captured in the narrative of the resulting plan.

### 3.2.4 Clackamas County Background Documents

- Natural Hazard Mitigation Plan (2019) <https://www.clackamas.us/dm/naturalhazard.html>
- Watershed Health Plan <https://www.clackamas.us/dm/ccwpp.html>
- Community Wildfire Protection Plan <https://dochub.clackamas.us/documents/drupal/55af5fe9-ebd8-45ef-817b-fb636dd934d7>
- Forest Management Plan
- Clackamas County Emergency Operations Plan <https://www.clackamas.us/dm/eop.html>
- Clackamas County Transportation System Plan (“TSP”) (2013) <https://www.clackamas.us/transportation/tsp.html>
- Clackamas County Transportation Safety Action Plan (TSAP) (2019) <https://dochub.clackamas.us/documents/drupal/ae811741-789e-465c-9b79-9fba2261ccd0>
- Clackamas County Housing & Community Development Action Plan (2018) <https://dochub.clackamas.us/documents/drupal/2b47edd9-eea7-4e2b-8959-028c6251edf0>
- Clackamas County’s Community Health Improvement Plan / Blueprint for a Healthy Clackamas County (2018) <http://www.blueprintclackamas.com/>
- Clackamas County Comprehensive Plan <https://www.clackamas.us/planning/comprehensive.html>
- Active Transportation Plan <https://dochub.clackamas.us/documents/drupal/f4a1e5f7-3ee9-4d7e-9053-29fb53997463>
- Clackamas County Transit Development Plan (pending) <https://www.clackamas.us/planning/transit>
- North Clackamas Parks and Recreation District Master Plan (2014) <https://ncprd.com/planning/master-plan>
- Performance Clackamas <https://dochub.clackamas.us/documents/drupal/f4718e32-d394-42c2-b8a0-9c5a5f6a4b66>
- Climate Resilience Evaluation & Awareness Tool (CREAT) Analysis (2019)
- Regional Economic Opportunity Analysis <https://www.oregon4biz.com/Oregon-Business/Regions/reports/Clack-Mult-Wa16.pdf>
- Sustainable Tourism Destination Assessment

### **3.3. SCOPE OF WORK**

#### **3.3.1. Project Considerations**

##### **3.3.1.1 Overall Criteria of Success**

A successful CAP will be:

- Meaningful – with implementable, measurable goals, milestones, and actions that will place our community on a path to becoming carbon neutral by 2050.
- Data-driven – aligned with best available science; based on an analysis of our baseline carbon footprint, data about our community’s demographics, economy and ecosystems, and the effectiveness, cost-effectiveness, and benefits of mitigation and adaptation actions.
- Integrated – with strategies to reduce our carbon footprint and adapt to a changing climate embedded in the work of the County departments, and institutionalized through relevant plans and policies, including Performance Clackamas.
- Transparent & accountable – with community access and input into plan development, implementation, progress reports, and updates, such as through an advisory board.
- Coordinated – with interdisciplinary efforts and actions to reduce our carbon footprint and build resilience efficiently and effectively, sharing a coherent story that all County’s departments can share.
- Enabling of early action – with some visible actions that the County can take quickly, while understanding that other actions take significant time to plan and implement.
- Equitable – inclusive, sharing the benefits of climate action widely, and engaging and accounting for those in the community who may be disproportionately impacted and/or have less opportunity to advocate for their own interests.
- Supported – by identifying the resources needed to implement the plan, and how the plan and/or actions may be eligible for potential federal, state, or local resources that might be available for mitigation and adaptation.

##### **3.3.1.2 Project Management**

The consultant will work primarily with a core project management team of County staff. In addition, guidance for the project will come from the Board of County Commissioners, an advisory task force of community members and stakeholders (to be established early in the process), the Clackamas Climate Exchange (a group of staff from County departments assigned to coordinate and advance climate work in the County), and department directors identified as an implementation team for the climate goal in Performance Clackamas.

Coordination with the core project management team must include regular meetings, and monthly reports on the budget and scope, in addition to as-needed correspondence. The initial proposal and work plan should identify the frequency of core team meetings, as well as meetings with the Climate Exchange, advisory task force, Board of Commissioners, and the directors’ implementation team.



### **3.3.1.3 Outreach and Engagement**

Key considerations for outreach and engagement in this project are:

- Effectively communicating how climate change is an issue relevant to Clackamas County, how we as a community can do our part to address it, and how we will benefit from that effort.
- Explicit engagement of members of historically under-represented communities, including but not limited to communities of color, non-English speakers, youth, low-income communities, individuals with access and functional needs, senior adults, and rural residents.
- Sensitivity to the fact that different actions, policies or programs to reduce the County’s carbon footprint will vary in relevance and attractiveness to rural, suburban, and urban communities, and that the contribution that community members can make will vary.
- Engagement that provides tools to both urban and rural community members that enable people to engage in and advocate for climate issues as individuals.
- Where appropriate, two-way consultation, dialogue, or consensus building with key stakeholders and input from subject matter experts and community members in evaluating pathways and actions to meet mitigation goals. (Distinct from one-way communication from County to the community.)
- Analysis of previous engagement efforts to honor investments of time and energy from the community.
- Use of digital resources (website, video, social media) to reach an expanded audience and archive information, in addition to more traditional outreach methods where appropriate and safe.
- Consistent engagement with County department leadership to foster ownership of actions.

### **3.3.1.4 Resilience and a Just Transition**

A central purpose of the CAP is to lay a path forward for Clackamas County as a thriving, low-carbon community. Reducing emissions is essential to that purpose—this means encouraging and choosing changes in the everyday systems and practices that contribute to climate change. One way of embodying the commitment to equity outlined above is by following the principles of a just transition. This means that the County’s climate plan recognizes that these changes have different potential impacts on people, and works to support transitions from systems and practices that contribute to climate change, rather than imposing mandates, especially for individuals and communities with fewer resources.

Similarly, it is important to address the ways that climate change is already and will continue to impact our community, our economy, and the natural systems we depend on. Another way to embody a commitment to equity is to acknowledge that the impacts of climate change are and will be felt more keenly by some people than others in our community. As we seek to create a community that is more resilient to climate change, the County should be inclusive of those who are more vulnerable or who have strong vested interests in specific aspects of resilience to climate within our economy and natural systems. In some cases, the County can encourage resilience to climate change by incorporating it into complementary plans (e.g. Natural Hazard Mitigation Plan) that support these core objectives.

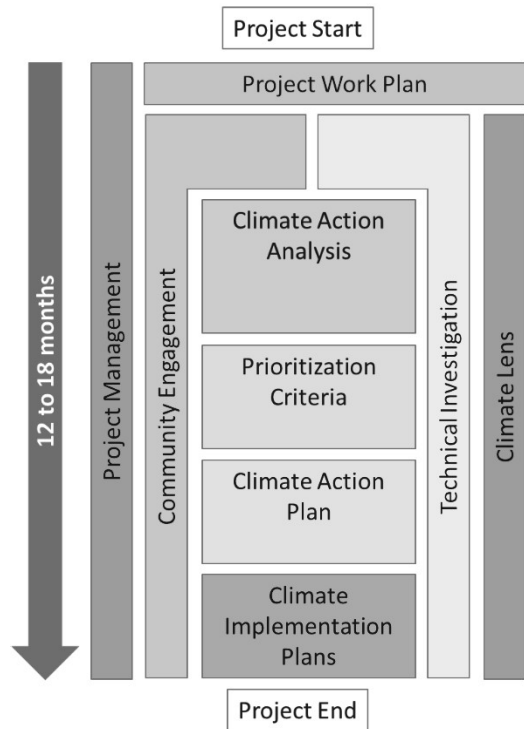
### **3.3.2 Task and Deliverables**

The purpose of this solicitation is to contract with a multidisciplinary team to develop a CAP, climate lens, and implementation plans for the County that draw on technical expertise and community engagement to maximize the chances of effective execution of the plan. While sub consultants may be

included in proposals to supplement the experience of the prime consultant, the prime consultant is responsible for providing project management and integrating the expertise of the team into a cohesive final product.

Because many of the elements of this project inform each other, the tasks and deliverables in this scope of work are not in strict chronological order. The graphic in this section shows the anticipated timing and overlap of different task areas, with project management running the length of the project. As an overview, the selected proposer will evaluate existing conditions in terms of climate impacts and climate actions already underway, as well as institutional and community partnerships with the potential to support new climate action. The proposer will work with the core planning team to engage internal County staff and the public to identify and refine opportunities for successful action.

After an initial exploration of potential actions through research and engagement, the selected proposer will work with County staff to refine the potential actions to those that are feasible and effective, and to develop criteria by which to prioritize those actions for inclusion in implementation plans. This refined list of actions will be the basis for the overall climate action plan, a complete 2-year implementation plan, and two draft implementation plans for the subsequent 2-year work periods.



The selected proposer will perform the tasks listed below and will be expected to work closely with County staff and a community-based advisory task force to accomplish these goals. The final scope, schedule and fee will be determined during the negotiations stage of the selection process. It is expected that the CAP will take between 12 and 18 months to complete from the time Notice to Proceed is given to the selected proposer.

### 3.3.2.1 Project Work Plan

The selected proposer will provide a detailed project work plan to address all tasks required in this solicitation. This deliverable is the finalization of the draft work plan required as part of the proposal response contents (outlined in Section 5). The project work plan will expand upon the draft and go into further details regarding the team’s approach to the project, based on the information provided in the proposal. It will be used to create the scope of work for the contract. The consultant team will draft a complete work plan for the County within 15 days of the Notice to Proceed.

The project work plan will include the overall goal of each task, specific sub-tasks, and which members of the consultant team are responsible for specific tasks and sub-tasks. The work plan will also provide a description of products, schedule, reviews, costs by task and discipline, anticipated meetings, an explanation of how the team will interact with each other and the client, and expected deliverables. The consultant will complete the project work plan in coordination with the Clackamas County project management team and will include a mutually agreeable schedule for project management check-ins and broader community meetings.

**Deliverable 1:** Detailed work plan with tasks, sub-tasks, responsibilities parties, products, schedule, reviews, costs.

### 3.3.2.2 Project Management

The consultant team will designate a consultant project manager to work with the County project management team to ensure successful completion of all phases of the project. Proposals should include the cost for minutes, with the understanding that the County may decide during negotiations to use staff for this task.

**Deliverable 1:** Agendas and meeting materials for calls/meetings with project management team, partners and/or the community.

**Deliverable 2:** Written summaries of calls and meetings including outcomes and assigned action items (to be confirmed in contract negotiations).

### 3.3.2.3 Technical Investigation

Research and review of relevant information is a key task of this project. The consultant team will review relevant documents and research related topics to gain a comprehensive understanding of the project. The consultant team will provide summaries to document information gained.

One expectation of the technical investigation is to highlight major contributors of greenhouse gasses and areas of current or planned work that can be leveraged to reduce those contributions. It will also reveal areas at risk from climate impacts that may require actions to build resilience.

- Review documentation related to climate efforts in the county, including the 2008 *Action Plan for a Sustainable Clackamas County*, the 2017 *Operational GHG Inventory*, and the forthcoming community GHG inventory. The team can anticipate that the community GHG inventory will be available as soon as practicable after the Notice to Proceed.
- Review and summarize existing County plans for alignment with and potential to contribute to climate mitigation or resilience, including but not limited to:
  - Natural Hazard Mitigation Plan (2019)
  - Watershed Health Plan
  - 10-year Forest Management Plan
  - Clackamas County Transportation System Plan (“TSP”) (2013)
  - Clackamas County Transportation Safety Action Plan (TSAP) (2019)
  - Clackamas County Housing & Community Development Action Plan (2017)
  - Clackamas County’s Community Health Improvement Plan / Blueprint for a Healthy Clackamas County (2018)
  - Clackamas County Comprehensive Plan
  - Clackamas County Bicycle and Pedestrian Master Plan
  - NCPRD Parks Master Plan (2014)
  - Performance Clackamas
- Review and summarize County studies that inform potential climate actions, including:

- Climate Resilience Evaluation & Awareness Tool (CREAT) Analysis (2019)
- Regional Economic Opportunity Analysis
- Sustainable Tourism Destination Assessment
- Review a summary of demographic data and previous community engagement efforts, made available by the County, to develop a baseline for additional engagement that honors the time and input already provided.
- Review and summarize the policy and programmatic context for climate action, including federal, state, and local legislation, and initiatives or programs that support or restrict potential climate actions.
- Review and summarize climate action best practices, drawing from research literature, comparable climate action plans and IPCC Assessment Reports.

Based on the above investigation, the team will work with staff to develop an initial list of potential climate actions. These actions may focus on reducing greenhouse gas emissions, sequestering carbon, or increasing resilience and adaptation to climate impacts. Actions should include new opportunities for County operations and broader community actions, including:

- Transportation emissions – electric vehicles and charging infrastructure, fleet emissions, less carbon-intensive commute and freight opportunities, active transportation, public transit and tourism-based emissions.
- Energy use – renewable natural gas, renewable electricity generation, energy efficiency and building electrification.
- Chemical processes – refrigerant leakage, wastewater treatment, agriculture, construction materials and methods.
- Land use – transit-oriented development, complete communities that reduce the need for automobile trips, urban heat mitigation, zoning regulations, forestry practices, urban forestry, and park land.
- Consumption – waste minimization, informed consumption, procurement that considers climate impacts, food security and water use.
- Education and Awareness – support for Indigenous land management, education across communities, and policy advocacy.

The team will summarize opportunities and constraints revealed through this phase, and may combine the summaries listed below into one or more documents as seems most practicable.

***Deliverable 1:*** Summary report of documentation related to climate efforts in the County.

***Deliverable 2:*** Summary report of County plans for their alignment with and potential to contribute to climate mitigation or resilience.

***Deliverable 3:*** Summary report of County studies that inform potential climate actions.

***Deliverable 4:*** Summary report of the policy and programmatic context for climate action.

***Deliverable 5:*** Summary report of climate action best practices.

***Deliverable 6:*** Initial list of potential climate actions based on technical investigation.

### 3.3.2.4 Community Engagement

Community engagement for this project will include both the internal ‘community’ of Clackamas County staff and elected leaders, and the external community of the public, jurisdictional partners and others. County staff will have initiated engagement with many of these stakeholders prior to the consultant coming on board. There will be three main phases of engagement:

- initial engagement to support project development,
- primary engagement to develop the climate strategy, and
- follow-up engagement to share draft and final products.

The consultant team will plan and implement initial engagement early in the project, working with representatives from the Department of Public & Government Affairs. Initial engagement will include building early awareness of the process with known stakeholders, the development of a community advisory task force, and the development of web content to share information with the community more broadly. The development of the community advisory task force will include the recruitment and selection of task force members, facilitation of meetings, and an onboarding phase (for task force members) designed to affirm a shared vision and set of values for the plan, and help the task force gain cohesion as a group, prior to investigating specific strategies or actions. Initial engagement may also include staff-led presentations to the Board or department leadership, and other efforts to support the early work of the project.

The majority of engagement will occur after, and be informed by, the initial technical investigation. One expectation of the community engagement is to reveal some of the opportunities, challenges, and context for different actions; and to reveal community priorities regarding climate actions, or regarding different approaches to reaching outcomes necessary for emissions reduction. The consultant team will work with County staff to refine an engagement strategy that builds on the technical analysis to effectively reach stakeholders in a way that builds positive relationships, draws out key concerns and opportunities, and empowers community members to pursue climate action. Clear communication of the scientific basis for action will be important in communicating with the county’s diverse communities.

The consultant team will produce a creative strategy to engage the community equitably and effectively in accordance with the project considerations noted above. The strategy will identify key stakeholders, including under-served stakeholders. These may include those who have been active in climate work, those with relevant expertise, those who may experience negative impacts from climate change, those who may be concerned about potential negative impacts from climate action, those with important roles to play in implementation and others.

While the strategy may include diverse tools (e.g. focus groups, summits, community workshops, interviews, surveys, social media, etc.), it should include the following tools:

- Community Advisory Task Force – The consultant team will organize a task force of community members to advise the core project management team on how to best meet the County’s climate goals. Consultant responsibilities will include:
  - Advising and assisting the County in the selection of members, with a focus on bringing together diverse viewpoints and areas of expertise, and
  - Facilitation of regular meetings, developing agendas, and potentially producing meeting minutes.
- Stakeholder Communication – Key stakeholders should be largely represented on the task force. Additional, frequent communication with the organizations they represent—in the form of updates, announcements, presentations—is likely to be important.

- City Engagement – Work with cities in the county around potential areas of partnership (e.g. through the Clackamas County Coordinating Committee (C4)).
- Project Website – Develop content for the project website, which will share information and opportunities with the public during plan development, serve as a platform for updates as implementation moves forward, and provide one of a number of ways for the public and partners to provide input.
- County Leadership Engagement – County staff will take the lead on keeping County department directors, the County Administrator, and the Board of Commissioners informed of plan development through consultant-supported presentations and summary reports throughout the process.

The consultant team will implement the engagement strategy and summarize the results. The findings of this engagement will influence the selection of climate strategies and methods of implementation. Once documents are ready for public review, the consultant will promote them to community members who participated in earlier engagement, as well as making them generally available.

***Deliverable 1:*** Strategy to engage the community equitably and effectively, including identification of key stakeholders, tools to be employed, and the required elements of a community advisory task force, project website and County leadership engagement.

***Deliverable 2:*** Implementation plan for the community engagement strategy. This deliverable may be combined with Deliverable 1 under this task or kept separate.

***Deliverable 3:*** Results of the engagement and how those results impacted the selection of climate strategies.

***Deliverable 4:*** Evaluation of the effectiveness of the engagement and recommendations for future engagement.

***Deliverable 5:*** Initial list of potential climate actions based on community engagement.

### **3.3.2.5 Climate Action Analysis**

The consultant team will refine and organize the potential actions and action areas that emerge from the technical investigation and community engagement in an iterative fashion to facilitate prioritization. The team will conduct a series of evaluations of potential actions, narrowing to actions that are the most feasible and impactful. These analyses will use criteria approved by the Board, which may include but not be limited to:

- Feasibility (financial, political and technical),
- Impact of actions on climate mitigation or resilience,
- Cost-effectiveness,
- Expected timeline and opportunities for phasing,
- Equity impacts,
- Co-benefits and unintended consequences,
- Degree of County influence over the action, and
- How the action interfaces with legislation and other programs and initiatives beyond the County.



For actions that rely on individual buy-in, an evaluation of personal benefit (whether financial or other) will be important. This evaluation of the impacts and considerations of potential actions will be the core of the CAP, and the basis for implementation plans to move actions forward strategically to achieve the County's climate goals.

***Deliverable 1:*** Draft climate action analysis, including potential climate actions and their anticipated feasibility, impact on mitigation/resilience, cost-effectiveness, equity impacts, the degree of County influence, and legislative or programmatic considerations.

***Deliverable 2:*** Evaluation of opportunities to institutionalize climate action within the County.

### **3.3.2.6 Prioritization Criteria**

The consultant team will work with County staff to develop criteria to evaluate and prioritize actions for inclusion in the implementation plans. These prioritization criteria may generate milestones and goals for the CAP in addition to the existing Performance Clackamas goal. This prioritization criteria may result in changes to the evaluations included in the strategy framework.

***Deliverable 1:*** Draft prioritization criteria and supporting materials for discussion with the Board for their final decision.

### **3.3.2.7 Climate Action Plan**

The consultant team will draft the full CAP to present the County's overall climate strategy in a cohesive manner. The plan will be accessible, understandable, and engaging, with supporting figures, images, and graphs, and with text that is understandable to laypeople, with minimal jargon and clear definitions. The plan will be accessible to community members who speak languages other than English to ensure that non-English speakers have equal access. This may manifest as translations of the plan, or other culturally appropriate formats for sharing the plan.

The team will make a draft CAP available for public comment before it is finalized. The consultant team may, depending on the community engagement plan, work with the County's Public & Government Affairs to publicize and gather feedback on the draft CAP through videos, social media, presentation documents and other materials. Technical elements related to specific actions may be contained in supporting documents intended for staff.

The CAP will include:

- **Framing Narrative** – An introduction to key issues, the planning process, the importance of this work, an understanding of the relevance of climate to Clackamas County, and resources for additional information.
- **Goals** – The desired outcomes and interim benchmarks that drive the actions of the plan.
- **Climate Action Synopsis** – A synopsis of mitigation, adaptation, and sequestration actions identified to address climate change, with summaries reflecting analysis of anticipated impacts and considerations noted above.
- **Implementation Strategy** – A summary of how the County will prioritize and work towards climate goals and actions through implementation plans, accountability, tracking, and monitoring.

The following list identifies areas of action with the potential to contribute towards a carbon-neutral, climate-resilient community; this is intended as a representative list that addresses most of the major sources contributing to climate change. The process to develop a climate action plan may identify other action areas.

The planning process is anticipated to assess the potential, importance, cost effectiveness, and benefits of these various action areas. It will identify priorities, goals, and milestones, and include specific next steps within work plans that support the overall climate plan.

Some of these are areas where the County may have some direct influence, or is already taking affirmative steps; in other cases, the County's role may be to encourage, advocate, support, or partner with others.

#### Transportation

- electric vehicles
- more efficient fossil fuel vehicles
- alternative renewable fuels (e.g. biodiesel)
- low-carbon freight
- more effective bus and rail transit, and ridesharing options

#### Community Design / Planning

- electric vehicle charging infrastructure
- more and safer access for active transportation on streets and trails (age 8 to 80 friendly)
- encouraging a mix of destinations that allow more healthy low-carbon trips (e.g. concepts like 15-minute neighborhoods)
- reduced or more flexible car parking requirements

#### Clean, Renewable Energy

- increased customer enrollment in renewable energy options
- more local solar and renewable energy

#### Better Buildings

- increased energy efficiency retrofits
- new net zero buildings
- more efficient residential and commercial building envelopes and heating and cooling technology
- LED lighting
- refrigerant management

#### Healthy Food & Farmland

- Increase practices that store carbon in soils
- Promote the consumption of more local, organic food
- Adopt more regenerative agriculture practices
- Reduce fossil-fuel based fertilizers
- Encourage plant-based diets

## Forests & Trees

- recover or promote urban tree canopy
- encourage forestry practices with a lower carbon footprint
- advocate for financial rewards for forest owners adopting practices that store carbon
- support a mix of forest management, harvesting, and use of trees that optimizes lifecycle carbon sequestration
- continue to explore the role of mass timber in replacement of carbon-intensive construction practices

## Low-Carbon Economy & Jobs

- Support and encourage businesses adopting low-carbon practices or that provide climate solutions

## Waste Reduction & Waste Management

- Reduce wasted food
- Composting or recovering energy from residential and commercial food waste
- More sustainable consumption choices (durable goods)
- Improved recycling opportunities
- Support right-to-repair and repair businesses

## Resilience & Adaptation

- Distributed energy generation and storage (e.g. batteries)
- Support for tourism and other economic sectors vulnerable to climate or seeking to transition to lower carbon approaches
- Actions to support important natural systems (e.g. fisheries, streams, healthy forests, pollination)
- Preparedness for drought, hotter summers, and fire
- Preparedness for flooding
- Preparedness for public health impacts of climate change
- Policy Leadership

**Deliverable 1:** Draft final CAP for public review that is accessible, understandable, and engaging to the public with a framing narrative, goals, strategy framework, and implementation strategy.

**Deliverable 2:** Technical and other supporting documents for staff use, including a template for reporting on plan implementation.

**Deliverable 3:** Summary of public input regarding the final draft of the CAP.

**Deliverable 4:** Final CAP.

**Deliverable 5:** Materials to present the final CAP to the Board of Commissioners and other public groups.

### 3.3.2.8 Climate Lens

The consultant team will work with the core project team to develop a climate lens/guidelines that elected officials and County staff from all departments can use to evaluate the climate impacts of individual projects, programs, policy decisions, and operations, regardless of their relationship to the CAP. The climate lens will articulate underlying values and intent of the County's climate action, and provide screening questions to identify projects and processes that relate to climate change and guidance on further analysis. This lens will apply to developing metrics for work planning and the development of department strategic plans, which are tied to the overall County strategic plan, *Performance Clackamas*. Development of the climate lens will draw on internal County engagement and the technical investigation. This can be a breakout deliverable provided in advance of the CAP.

*Deliverable 1:* Final climate lens/guidelines.

### 3.3.2.9 Climate Implementation Plans

The consultant team will work with County staff to apply the final prioritization criteria to the identified actions to propose specific actions for three consecutive two-year implementation plans. The implementation plans will build on each other strategically, with a long-term vision for accomplishing the County's climate goals. The second and third implementation plans will remain high-level, with the expectation that County staff will refine and finalize them when staff proposes them to the Board for adoption.

The consultant team will fully develop the first implementation plan, including:

- responsible agencies,
- key partners,
- budgeting and other resource needs,
- potential phasing,
- anticipated timelines, and
- incorporation into relevant County plans (e.g. Performance Clackamas).

If proposed actions have anticipated negative consequences, the team will identify and evaluate any opportunities to lessen or eliminate those impacts. The team will assist staff in developing materials to present the three draft implementation plans to the Board.

The climate plan and associated implementation plans may be important tools to establish the County or its cities as eligible for such local, state, or federal funding as may be available for climate change mitigation or adaptation in sectors such as transportation, forestry, farming, tourism, buildings, land use, etc. The plan may also be important in the establishment of new funding sources. For the purpose of the County's or its cities' potential eligibility, in keeping with success criteria, the climate plan and implementation plans will be drafted and structured to support eligibility and access to climate action funding to the greatest extent possible. *Deliverable 1:* One full two-year implementation plan for implementation of initial climate actions.

*Deliverable 2:* Two high-level draft two-year implementation plans of subsequent climate actions.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2021**.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Project Understanding and Approach/Project Schedule	0-45
Qualifications and Key Personnel	0-20
Prior Project Experience	0-20
Environmental Impact	0-5
Fees	0-10
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.



## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Chief Procurement Officer  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Proposal may not exceed a total of **25 pages** (single-sided), inclusive of all exhibits, attachments or other information.

### **Provide the following information in the order in which it appears below:**

### 5.2. Cover Letter (1-2 Pages):

The cover letter should include:

- Introduce your team and describe the business philosophy of each firm involved.
- Indicate who will be the prime consultant and the project manager.
- Describe what distinguishes the firm(s) involved from other firms providing a similar service.

### 5.3. Project Understanding and Approach/Project Schedule (10 page max): 45 Points

This section will serve as a draft work plan to be refined as the first deliverable for the selected proposer, and should describe how the project team proposes to manage the project and ensure its success. The project approach should address the following:

- Provide a 1-2 paragraph statement summarizing your understanding of the project and its goals.
- How the project team will approach all tasks and deliverables described in Section 3.3.2 (Project Work Plan, Project Management, Technical Investigation, Community Engagement, Climate Action Analysis, Prioritization Criteria, Climate Action Plan, Climate Lens, and Climate Implementation Plans).
- Highlight how the project team will address the project considerations described in Section 3.3.1 (Overall Criteria of Success, Project Management, Outreach and Engagement, and Resilience and a Just Transition), beyond what is written above regarding the tasks and deliverables.
- Discuss any unique aspects of the project, or alternative approaches that the County should consider related to technical investigation, engagement, and implementation. Demonstrate an

awareness of Clackamas County and its communities, the opportunities and constraints likely to shape the plan, and how the approach will take these into account.

- Provide a project schedule keeping with the time frame established for the project (approximately 12-18 months). The project schedule should include sufficient detail to be a realistic representation for the project tasks and duration, including work by sub consultants and time for review.

#### 5.4. **Qualifications and Key Personnel (3-4 pages): 20 Points**

For each key member of the team, provide the following information:

- Name and role on the project team
- Firm associated with
- Relevant education and credentials
- Relevant experience, including:
  - Name and dates of project
  - Role on project
  - Key contributions to the project

The above personnel summaries must demonstrate that the team has experience in the following areas:

- Climate mitigation, adaptation, and sequestration action planning
- Public engagement, specifically with under-represented communities and demographics
- Internal stakeholder engagement with local governments
- Strategic implementation planning
- Communicating climate action through succinct, graphics-rich documents and web content

#### 5.5. **Prior Project Experience (2-4 pages): 20 points**

For each firm involved in the proposal, provide all relevant projects worked on in the past three (3) years, including:

- Name and dates of project
- Name and location of client
- Contact information (name, address, email, and phone number) of client for reference check
- Role of proposer (prime or sub)
- Role of any key personnel from section 5.4 involved in project
- Brief summary of project (100 words max per project), highlighting similarities to the project in this RFP, including but not limited to:
  - County as client/jurisdiction
  - Just transition principles
  - Climate action tailored to rural community
  - Inclusive of actions for agricultural or forestry land uses

The proposer may include **up to three projects** outside of the three-year timeframe if they demonstrate relevant experience that is **not** demonstrated by projects in the past three years, following the same format as above.

#### 5.6. **Environmental Impact (1-2 pages): 5 Points**

Provide a strategy to manage the environmental impact of the consultant's work on the plan. The solution could include using local staff to reduce travel distances and mode, strategic use of technology, carbon offsets and other mitigation efforts.

**5.7 Fees (1-2 pages): 10 points**

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

**5.8 Completed Proposal Certification (see the below form)**

# COMPLETED PROPOSAL CERTIFICATION

## PROPOSAL CERTIFICATION

#2020-27

Submitted by: Sustainability Solutions Group Worker Co-operative, Canada  
**(Must be entity's full legal name, and State of Formation)**

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:


- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  1. The selected Proposal must be approved by the Board of Commissioners.
  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subconsultant in the awarding of a subcontract because the subconsultant is a disadvantaged business enterprise, a minority-owned business, a woman-owned

business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120  
 Non-Resident Proposer, Resident State British Columbia, Canada  
 Oregon Business Registry Number \_\_\_\_\_

Consultant's Authorized Representative:

Signature:  Date: July 09, 2020  
 Name: Jeremy Murphy Title: Principal  
 Firm: Sustainability Solutions Group Worker Co-operative  
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 City/State/Zip: Vancouver, BC V6B 1G8 Phone: ( 604 ) 828-6660  
 e-mail: jeremy@ssg.coop Fax: \_\_\_\_\_

Contract Manager:

Name Colin McDougall Title: Managing Director  
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**EXHIBIT C  
VENDOR'S RESPONSE**

PREPARED BY

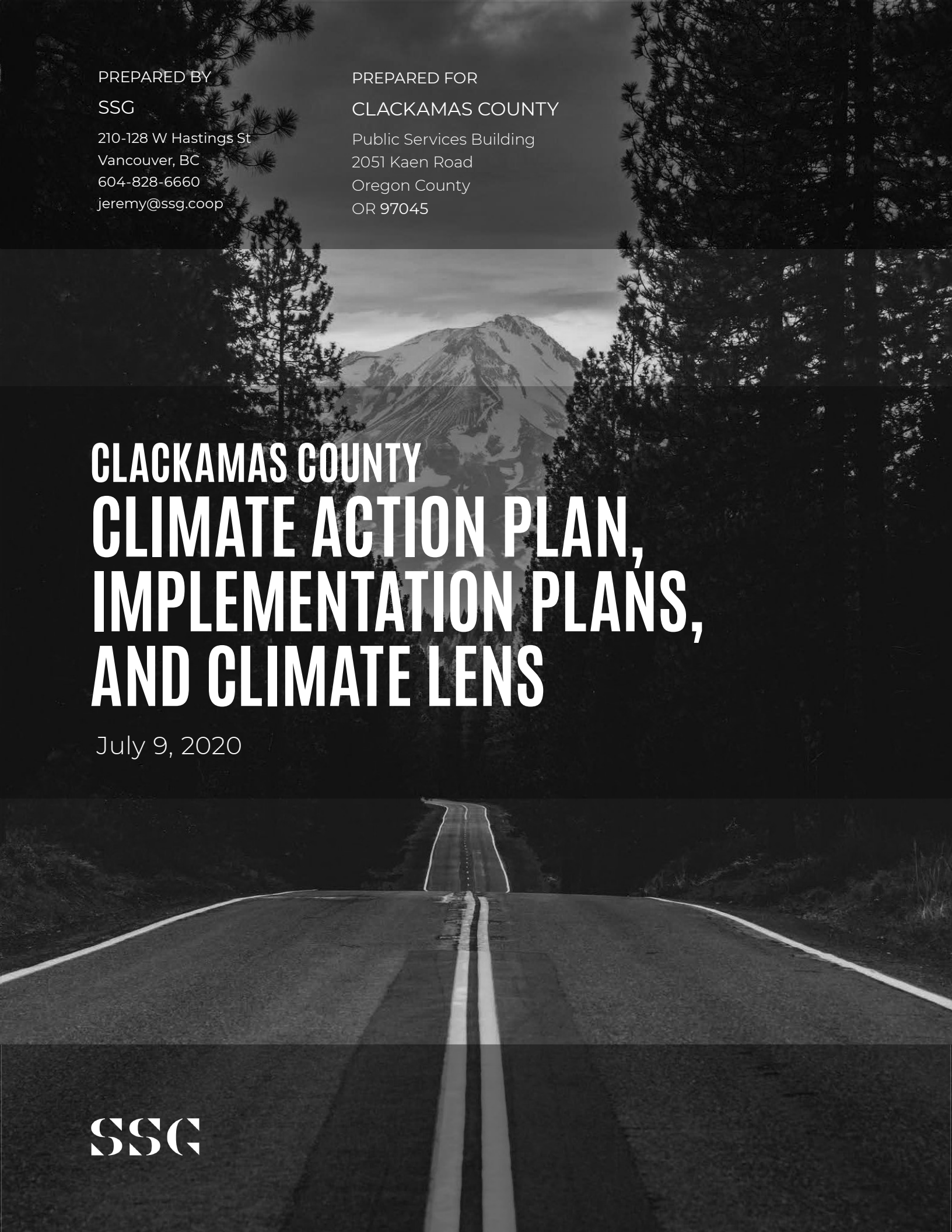
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PREPARED FOR

CLACKAMAS COUNTY

Public Services Building  
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Oregon County  
OR 97045



# CLACKAMAS COUNTY CLIMATE ACTION PLAN, IMPLEMENTATION PLANS, AND CLIMATE LENS

July 9, 2020

**SSG**



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## COVER LETTER

Sustainability Solutions Group (SSG) is pleased to respond to Clackamas County's Climate Action Plan, Implementation Plan, and Climate Lens RFP.

SSG is a leading consultancy in the development of community energy and emissions plans, having worked with more than sixty municipalities over the past ten years. Our work represents the state-of-the-art in this field. We are project managers, climate experts, analysts, and designers, bringing a holistic approach to the scope of work for this project.

We are joined by **whatIf? Technologies**, our long term energy and emissions modelling partner, and **CoCreative Consulting**, collaborative innovation specialists with a local presence in Clackamas who will lead our engagement process. **whatIf? Technologies** pioneers systems dynamics modelling processes - powerful approaches for evaluating evidence-based energy and emissions transition scenarios. **CoCreative** are experts in crafting collaborations that foster shared intent, genuine trust, and shared learning and analysis while also moving quickly to develop concrete solutions. They are well-known for supporting meaningful and productive collaboration in person and in the virtual spaces with diverse participants.

SSG's team will be led by **Jeremy Murphy** as the prime consultant and Project Manager, supported by **Chris Strashok** from **whatIf?** as the Technical Lead, with **Monica Cuneo** from **CoCreative** as the Engagement Lead.

Our project approach is founded in our detailed energy, emissions, land-use, and finances simulation modelling that identifies greenhouse gas (GHG) emissions reduction opportunities and determines policy and action roadmaps that incorporate local community insights. We emphasize quantifying the economic, financial, and other co-benefit opportunities of efforts to reduce GHG emissions and increase resilience. Spatial analysis allows us to integrate energy and emissions considerations into formal planning processes, to inform infrastructure investments, to evaluate carbon sequestration, pinpoint actions in neighborhoods, and to ground the plan in the local context. Our process yields a product that is equal parts economic development strategy and climate action plan.

### Our work has high impact:

- We have developed many ambitious energy and emissions strategies for major cities and regions, including those with similar characteristics to Clackamas County, transforming the development, economic, and climate direction of those communities;
- We have integrated energy and emissions strategies within Comprehensive Plans through policy development and geospatial analysis of land-use policies;
- A project we led in a small community of 8,000 residents was awarded a federal Smart Cities Challenge prize of \$5 million dollars for Energy Poverty analysis;
- Many of our projects have applied an integrated approach to both mitigation and resilience, and identified synergies between these two approaches;

- We developed a carbon accounting framework for the City of Edmonton, including a climate lens to align the City's financial budgeting and carbon budgeting - the first in North America;
- We modelled a \$400 million investment strategy for decarbonizing the operations of a regional municipality, which was approved unanimously; and
- Working with Rocky Mountain Institute, we developed a decarbonisation strategy for the Government of Canada's center of operations: over 2000 buildings, including the Parliament Buildings.

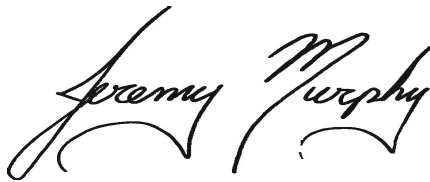
Our approach is highly collaborative; we aim to work as a cohesive team with jurisdictional staff, and are transparent about our limitations and constraints, focusing on problem-solving and flexibility, recognizing that most planning projects evolve over time. The CoCreative team is known for supporting meaningful and productive collaborations in the virtual space and working with highly diverse participants, ranging from farmers to advocates to policymakers, to align around shared purpose, analysis, priorities, and actions.

While we are deeply mission oriented, we also understand that people come from different places with different experiences, and we approach all of our projects - and engagement in particular - with humility and respect, recognizing that all of us are continuously learning.

We strive to develop climate action plans that are inspiring, actionable and rooted in the context of the communities in which we work. Using energy and emissions modelling allows our plans to be transparent, data informed and understandable to non-technical decision makers. It allows us to collectively explore the equity, financial and co-benefit implications of climate action, so that regions are empowered and prepared to perform important climate action work.

We hope that we can support Clackamas County in this effort to determine ambitious, practical, and robust options and pathways that reduce GHG emissions, align with local priorities, save money and deliver a wide range of benefits to current and future generations.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Murphy". The signature is written in a cursive, flowing style with a large initial "J" and "M".

Jeremy Murphy  
SSG Principal

# PROJECT UNDERSTANDING AND APPROACH

## Project Understanding

Clackamas County is developing a comprehensive Climate Change Action Plan (CAP) to reduce emissions and increase resilience to climate impacts. The CAP will build on existing and ongoing initiatives, and will incorporate actions and policy direction from existing plans.

We understand this Climate Action Plan as having three main pillars:

- A data driven and integrated action plan;
- Meaningful and transparent community engagement; and
- A detailed implementation plan.

As a region of urban, suburban, rural, and wild areas, including all or portions of 16 cities, the CAP needs to strike the right balance between uniting and coordinating action, and ensuring autonomy of lower-level governments. The Plan will consider the sphere of influence of various overlapping jurisdictions, and should leverage partnerships with other organizations and levels of government. It will be built upon technical analysis of emission reduction potential, financial analysis and best practices.

The Plan will be developed with significant and meaningful community input, notably through a Community Advisory Task Force (CATF), internal County staff, and with a wider public audience. The engagement will consider various communities in Clackamas County, and adhere to the importance of a just transition in engagements and in the CAP itself. Engagement will also seek people and organizations that will be involved in implementation.

The plan will be enabled by a detailed short-term implementation plan that identifies responsible organizations and partners, estimated budgetary needs, timelines and associated policy changes required. Key to implementation will be the development of a climate lens for County staff and elected officials to analyze the climate impact of policies and decisions moving forward. The end result will be a Climate Action Plan that is meaningful, data-driven, and equitable, which will provide a strong foundation for real implementation in the years to come.

## Approach

Our proposed approach weaves together technical energy and emissions modelling, research, and iterative community engagement. SSG brings project management, technical writing and climate analysis; CoCreative will bring their local knowledge, experience and engagement expertise; whatIf? Technologies will apply GHG modelling expertise to the County's energy and emissions to develop climate actions and implementation pathways.

## Project Work Plan

Following the project kick-off meeting, and any other key follow-up discussions identified in that meeting, we will prepare a draft detailed project work plan for approval. This document will serve as a flexible backbone to the project, to ensure the project is able to evolve as necessary. For example, to leverage new opportunities as they arise, incorporate stakeholder feedback, and avoid or face any obstacles that emerge. The work plan will outline the frequency of key meetings with the core project team, the Clackamas Climate Exchange, the CATF, the Board of Commissioners, and the director's implementation team. The Project work plan will be provided in both a document and GANTT Chart format, and will be included in our shared project management tool (see below).

## Project Management

SSG employs a dedicated project lead to serve as a continual contact with County staff and to ensure projects are on time, on budget and high-quality. SSG commits to providing:

- A discussion to align project expectations between the client and project team staff at the beginning of the project; weekly internal project check-in meetings; weekly check-in meetings with staff.
- SSG will provide agendas and minutes for all project management and engagement meetings. SSG will also prepare monthly project status reports for County staff.
- Project management software (Wrike). We use project management software to track deliverables, schedules and tasks along with individual human resource availability to minimize time crunches and resourcing issues. Wrike uses interactive GANTT charts to track workloads and flows.
- Shared project management tool. SSG uses a shared project management tool with its clients in a spreadsheet format that tracks: overall project schedule and project schedule updates; roles and responsibilities of all team members; key points of contact; outline key deliverables; invoicing schedules and budget tracking; handover protocols; and other information, as necessary.
- Dedicated administrative staff. SSG has dedicated administrative staff that are responsible for invoicing and contracting, under the supervision and direction of the Project Manager.
- Dedicated quality assurance personnel to review modelling assumptions and results, copy editing and other review tasks.

## Technical Investigation

We will use energy and emissions modelling and contextual research to support the initial technical investigation.

To start, a comprehensive report will be prepared by the team that reviews efforts by the County to address climate change to date, including plans, policies, programs, studies, inventories, etc. These documents will also be reviewed for their potential to contribute to further climate action in the County. The report will provide critical political (local, state, and federal) and demographic context in which the County is developing its CAP.

A special focus will be given in the report to potential vulnerabilities of the County's physical infrastructure, social well-being, and the economy due to climatic shifts (weather and precipitation). Data gathered during this phase of the project will feed into a spatial model of energy, emissions and finances of the County (in which people, cars, landfills, wastewater plants, energy production and use, are assigned in space), which enables us to develop evidence-based scenarios for the County year over year until 2050. A business-as-usual scenario will reflect existing plans and policies and population and jobs projections. At a later stage we will model individual low-carbon actions, and to assess the impact each low-carbon action will have on GHG emissions by sector and fuel, and on required investments, household and business energy costs, and employment.

The model uses bottom-up accounting for energy supply and demand, including renewable resources, conventional fuels, energy consuming technology stocks (vehicles, appliances, dwellings, buildings, industry) and all intermediate energy flows. The technical Investigation, in combination with results from engagement and research on best practices, will feed into an initial list of potential climate actions.

## Community Engagement

Engagement is a critical aspect of developing (and then implementing) the CAP. The process will ensure that climate actions are informed by those who will later implement them and that they are grounded

in both what is needed and what is feasible. Through this process, the CAP will be shaped by knowledge of local resources, partners, and culture, integrated within and strengthened by technical analysis. The engagement strategy will be established early on in the process, and will be informed by feedback, and the Community Advisory Task Force (CATF) will be designed to be representative of the County, refined with an equity lens. We envision that the CATF will be the backbone of the plan development, supplemented by findings from broader community engagement and the technical analysis. The community engagement will be carried out in seven distinct phases:

**Stage 1: Context Development.** In this stage we review all processes and data collected from community engagement to date. We articulate engagement scope, objectives, goals, and assumptions. We review and discuss potential key messages to be used in communications. We conduct a systems stakeholder map to identify potential members of the CATF and conduct interviews to generate interest and collect initial reactions to key engagement processes. We will produce a draft community engagement and implementation plan.

**Stage 2: Foundation.** In this stage we use findings from the Context stage to guide and finalize the engagement plan, establish the CATF, and set up wider community communication protocols like the website and emailing lists.

**Stage 3: Convene and Align.** In this stage the CATF will meet to lay out key challenges and opportunities on the table, and identify a shared vision for climate action in Clackamas County. We will report on findings to the wider community audience and will provide online opportunities for community members to weigh in. Relationships and shared understanding of the current reality are key to developing a shared vision and taking action towards it. As such, this meeting will also focus on strengthening the capacity of participants to understand each other's perspectives.

**Stage 4: Co-Create.** In this stage the CATF will gain ground in the technical data. This stage will leverage the budding group coherence to review technical data and explore it through the baseline and business-as-usual emissions future. The CATF will then identify the emissions reduction actions to be incorporated in the CAP that will be analyzed in energy and emissions modelling, as well as develop a structure for the implementation we believe is needed to achieve the vision.

Once defined, the energy and emissions modelling results and implementation strategies will be shared with a wider community audience through a series of short engagements. The objective of these conversations are to vet the climate actions and their corresponding implementation pathways with non-CATF participants from impacted systems, sectors and organizations. We will test whether the identified strategies resonate and are likely to create more equitable and favorable conditions. We will ask questions regarding the ripple effect, downstream, or unintended consequences of the actions to illuminate any blind spots in the group's work.

**Stage 5: Refinement.** In this stage the CATF will reconvene to reflect on the input from the broad community engagement sessions. This will involve proposing adjustments to the modelling assumptions and implementation pathways to create and propose a long term vision for climate action.

**Stage 6: Recommendation.** In this stage the consultants will return the draft climate action plan to the CATF. All engagement materials will be shared publicly, and a summary of notes from the engagement events will be shared with participants and summarized in the Final CAP report for Council. In the time of COVID, it is imperative that we enlist best practices in virtual engagement to ensure meaningful participation from all members. Both SSG and CoCreative have significant experience in this field.

## Climate Action Analysis

Actions that are identified through the technical investigation, community engagement, SSG’s internal database of actions and best practices results in a long list of actions (“the catalogue”), which is narrowed down by the CATF using group-identified criteria.

Each action is evaluated for its climate change mitigation, adaptation and financial impacts. Emissions reduction potential and financial impact will be analyzed in detail using the energy and emissions model. The model provides a solid data-driven evidentiary basis for a climate mitigation action plan. By modelling the County’s current emissions in space, and then modelling them out through 2050 based on the best available current demographic projections and applicable climate policies, the model allows us to play with a series of low-carbon actions and determine what will address each underlying emission source, and related financial implications (capital and operational costs).

## About the Model

The CityInSight model incorporates and adapts concepts from the system dynamics approach to complex systems analysis. For any given year within its time horizon, the model traces the flows and transformations of energy from sources through energy currencies (e.g. gasoline, electricity, hydrogen) to end uses (e.g. personal vehicle use, space heating) to energy costs and to GHG emissions. An energy balance is achieved by accounting for efficiencies, conservation rates, trades and losses at each stage in the journey from source to end use. Specific characteristics of the model are described in Table 1.

**Table 1. Characteristics of the model.**

Characteristic	Rationale
Integrated	In contrast to a collection of individual sector-specific models, the model is designed to account for all sectors that relate to energy and emissions at the municipal scale while describing the relationships between sectors. The demand for energy services is independent from the type/fuel of energy service technologies, enabling exploration of fuel switching scenarios and the impact on GHG emissions.
Scenario-based	Once calibrated with historical data, the model enables the creation of dozens of scenarios to explore different possible futures for the County. Each scenario can consist of either one or a combination of policies, actions and strategies.
Spatial	The configuration of the built environment determines the ability of people to walk and cycle, accessibility to transit, feasibility of district energy and other aspects. The model includes a full spatial dimension that can include as many zones as are deemed appropriate. The spatial component to the model can be integrated with County GIS systems, land-use projections, and transportation modelling.
Accounting framework	The model is designed according to the accounting framework of the GHG Protocol for Cities, the international standard for emissions inventories for cities. The GHG Protocol includes guidance on reporting on scope 1, 2 and 3 emissions. It can also generate GPC compliant GHG inventories.
Economic impacts	The model incorporates a full financial analysis of costs related to energy and emissions (carbon pricing, social cost of carbon), as well as operating and capital costs for policies, strategies and actions. It allows for the generation of marginal abatement curves to illustrate the cost/savings of policies, strategies and actions. It accounts for the impact on household incomes, public, and business expenditures.
Economic equity	The model can assess the impact of policies, actions and strategies on individual households, neighborhoods, specific dwelling types (detached, row, apartments, etc) and household income levels.
Visualizations	The model has an online and interactive visualization tool for results. These visualizations can be used to enable staff and other stakeholders to explore the results of the scenarios. Additional visualizations can be added for health and socioeconomic equity impacts.
Social equity	The spatial dimension enables us to assess the current access to key services such as transit and green spaces as well as access to destinations such as workplaces, grocery stores, recreation facilities, schools and others within a neighborhood for both current conditions and in future scenarios. This can also be used to assess health outcomes of policies.



## Prioritization Criteria

Based on existing Clackamas County strategic goals and feedback received from the community throughout the project, we will work with CATF to develop criteria to evaluate and prioritize actions for inclusion in the implementation plans.

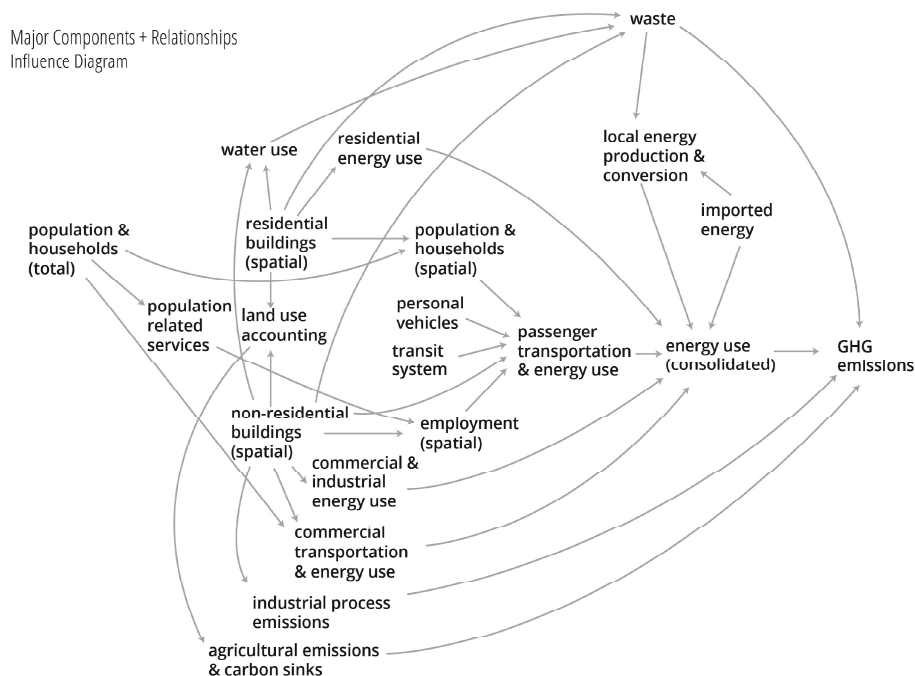


Figure 1. Systems diagram of the model.

## Climate Action Plan

SSG has developed dozens of climate action plans and has deep experience preparing, writing and designing both public facing and technical climate action plan documents. The CATF will be closely involved in framing the goals and objectives of the plan, as well as in identifying the actions. We will work with the CATF and County Staff to develop a design identity early in the project and to ensure that the plan is beautiful, accessible, and easy to read.

## Climate Lens

SSG has developed climate lenses for a number of municipalities. As part of the implementation process, we will provide the County with a set of comprehensive guidelines on how to incorporate a climate lens into all levels of government decision-making. This lens will help ensure that all County decisions, from procurement to transportation plans, align with the Climate Action Plan. SSG will develop a simple concept that project managers and staff can use to evaluate the impact of projects, programs, policies and operations on climate action (mitigation and resilience) and how these activities align with the Plan.

## Climate Implementation Plan

In addition, SSG will produce a set of three, two-year implementation plans. We will integrate our research, as well as stakeholder and County staff feedback into detailed implementation plans. These will identify specific details (key performance indicators) required to implement each action (i.e. number of dwellings retrofit per year, kW of solar PV installed per year, etc.), the responsible agencies, potential phasing, the investment required, sources of investment, possible partners, equity considerations, co-benefits, alignment with County plans, timelines and financial metrics such as investment return, among others.

## Work Plan

### 1. Project Set-up

**1.1 Project initiation meeting:** SSG will prepare an agenda and then meet with County staff to review project details, invoice schedules, contacts, communications protocol and any other details as required. The role and meeting schedule for the core project management team (“the project team”), Board of County Commissioners, the advisory task force, the Clackamas Climate Exchange and the implementation team will be reviewed. SSG will develop an internal password protected website to enable secure data sharing between SSG and the project team. The team will also review the engagement and communications plan.

**1.2 Detailed Work Plan [Deliverable]:** Based on the discussions in the project initiation meeting, an updated and detailed work plan with tasks, sub-tasks, responsible parties, product descriptions, schedule, review protocol, costs by task and person, meeting schedule, collaboration approach and deliverables will be described. The work plan will be reviewed and revised in coordination with the County.

**1.3 Ongoing project management:** The team will engage with County staff and stakeholders throughout the duration of the project through regularly scheduled meetings. Meetings will be an opportunity to plan for upcoming deliverables and engagements, oversee budget and schedule, and other project details.

### 2. Technical Investigation & Data Gathering

**2.1 Document review:** SSG will review the County’s prior work on climate change and existing plans as described in the RFP in order to understand the context and vision of the County. The documents will be summarized in the technical investigation.

**2.2 Data request:** Building on other data provided, including the operational and community inventories, a detailed data request will be submitted to the County. This will include the sectors of buildings, industry, transportation, agriculture, water and wastewater and waste. SSG will support the County in the process of data collection, filling in gaps with data available from the state or federal government as necessary.

**2.3 Model calibration:** The team will populate the model with observed data and assumptions for the County for the baseline year. In the process, the model will be calibrated against historical data, where available, to ensure internal consistency between the base year and future projections. The calibration differs from a GHG inventory in that it represents the activity that drives GHG emissions (i.e. vehicular trips, number of buildings, building energy performance, etc). Sectors which influence GHG emissions, such as transportation, energy, chemical processes, land-use, and consumption (waste, water, wastewater), will be included in the calibration both for the community and County operations.

**2.4 Business as Usual (BAU) scenario:** A BAU scenario will be modelled for the County that reflects the GHG emissions impacts of current population projections (permanent and visitor increases/decreases), land-use plans and policies (densification), transportation plans and technologies (EV uptake), as well as state and federal policies related to electricity generation (emissions factor of electricity), waste management, building codes, fuel efficiency standards, future climatic changes (temperature and precipitation changes), and others. The BAU will represent a projection of current practice and plans. The scenario will extend out until 2050 and will include spatial resolution of the County.

**2.5 Data, methods and assumptions (DMA) manual:** While the data collection process is underway, the team will prepare a DMA that describes in detail the modelling approach used, data collected and assumptions used. The DMA will be included as an appendix of the final report to ensure that the data, methods, and assumptions are transparent.

**2.6 Technical investigation, Part 1 - The context [Deliverable]:** The technical investigation will include:

- The demographic, geographic, ecological, economic, and cultural context of the County
- A summary of documentation related to climate efforts in the County
- A summary of County plans and their alignment with mitigation and resilience
- A summary of County studies on potential climate actions
- A summary of the policy and programmatic context
- A summary of climate action best practices
- The technical investigation will be reviewed by the County to ensure the context is represented accurately.

**2.7 Technical investigation, Part 2 - Climate profile [Deliverable]:** Part 2 of the technical investigation will describe the current energy and emissions profile of the County, drivers of emissions (travel patterns, building stock, etc.), and climate hazards and risks. The 2050 BAU scenario profile will describe projected energy emissions and expenditures out until 2050.

**2.4 Catalogue of actions [Deliverable]:** Building on the situational analysis and our work with other municipalities, the team will prepare a detailed catalogue of potential actions that will support the net zero target and enhance climate resilience. The actions will be categorized by sector: transportation, energy, chemical processes and industry, land-use, consumption, and education and awareness.

### 3. Engagement

**3.1 Pre-engagement preparation:** Early in the project, the team will prepare for community engagement activities. This includes reviewing relevant materials and existing engagement efforts, stakeholder mapping, and pre-engagement interviews.

**3.2 Draft Community Engagement and Implementation Plan [Deliverable]:** Building on Task 3.1, we will prepare the Draft Community Engagement and Implementation Plan. It will outline stakeholders and their interests, engagement activities, tools to use, schedule, and objectives. The engagement strategy will be guided by the International Association for Public Participation (IAP2) spectrum of engagement, with each activity mapped to the spectrum. The Draft Plan will be provided to the CATF and Project staff for review and it will be adjusted as required.

**3.3 Engagement Foundation:** Once the Engagement Plan is finalized, the team will prepare the first meeting agenda, finalize the Community Advisory Task Force participants, as well as initial partners for other engagement approaches. The team will also generate external communications protocols and materials.

**3.4 Project website:** SSG will work with the County to deploy a project website which will act as a central hub for the development of the plan and community engagement. The website will include interactive features such as surveys and data visualization.

**3.5 CATF Meeting 1 Convene and Align:** The first meeting with the Community Advisory Task Force will focus on common grounding in challenges, opportunities, best practices, and concerns for climate action in Clackamas County. The meeting will begin exploring a shared vision for climate action and goal statements. Possible activities during this session could include mapping the group's existing understanding of climate action in the County, participants, and aligning on a shared purpose and group charter. Agendas and minutes will be prepared, distributed to the CATF, and posted on the project website.

**3.5a Subcommittee launch:** subcommittees will be launched after finalizing the engagement plan.

**3.6 Technical modelling webinar:** SSG will provide a technical webinar on the modelling methodology and scope for the core project management team, the Community Advisory Task Force, and the Clackamas Climate Exchange. This webinar will help to build technical literacy on the modelling process.

**3.7 Crowdsourcing actions survey:** SSG will deploy a crowd-sourcing survey to develop community insight on possible emissions reduction actions in the County. This web-based platform will enable people to submit and rate ideas, and provide comments using pairwise comparisons. The platform is a fun tool that enables people to engage when it is convenient, enabling communities who would otherwise not be able to participate to contribute.

**3.8 CATF Meeting 2 - Exploring Baseline and BAU:** This meeting will focus on gaining ground in the Technical Analysis, including presenting the baseline and BAU modelling results to the group. With modelling results at the table, this meeting can then shift to confirming vision, goals and challenges. Agendas and minutes for this meeting will be prepared, distributed to the CATF and the project website.

**3.9 CATF Meeting 3 - Actions identification workshop:** SSG will facilitate a meeting to identify which actions from the catalogue are appropriate for the County and to identify any gaps or additional actions. The first phase of this session will be to converge on the criteria that will be used to select criteria, such as emissions impact, health benefits, and costs. The next phase will be to identify actions to test in the model and for possible incorporation into the CAP. The output will be a set of actions that will be evaluated as part of the CAP and in the energy and emissions modelling, including recommendations on energy generation technologies, building retrofit pathways by building type, transportation systems, municipal equipment including fleet, new construction requirements or mechanisms, waste management strategies, and others.

**3.10 CATF Meeting 4 - Low Carbon Results:** This meeting will focus on reviewing the impact of climate actions that are explored in the energy and emissions model. The results can be evaluated using Multi-Criteria Analysis (MCA) based on the criteria identified in Task 3.8. The Task Force will be able to review financial, spatial and emissions impact of the actions. This information will be the foundation for conversations on implementation, including strategies, draft roles and indicators for success.

**3.11 External review of low carbon modelling results:** The actions and their associated emissions and financial impacts will be presented to the community in a series of short engagements to vet the actions and their draft implementation pathway with the wider community. These engagements will be finalized in the engagement plan but will likely include surveys, additional subject matter expert and elected interviews, targeted focus groups, and cross-sector listening sessions.

**3.12 CATF Meeting 5-6 - Adjustments and Implementation:** Following the wider community input stage, the Task Force will reconvene to discuss any changes necessary to the climate actions, modelling inputs and draft implementation pathways. SSG will prepare a presentation on possible implementation approaches and these will be evaluated and revised over the course of the workshop. Strategies will include funding mechanisms, programs, policies, incentives, and other mechanisms. The workshop will address ongoing community engagement strategies, governance approaches, staff capacity and operating funds, and other aspects critical to implementing the CAP.

**3.13 CATF Meeting 7-8 - Draft Climate Action Plan:** The team will present the Draft Climate Action Plan to the CATF. The objective of this meeting is to ensure there is wide support for the Draft CAP from the Task Force, to make final decisions regarding work and CAP content, and to further implementation decisions, including governance documents, roles and responsibilities.

**3.14 CATF Meeting 9 - Final CAP:** The final CAP will be presented to the CATF in this final meeting. This meeting will involve reflection, debriefing, and ensuring that hand-off from plan to implementation is understood for the Task Force, County Staff and others.

## 4. Actions Analysis

**4.1 Prioritization criteria [Deliverable]:** The eight prioritization criteria identified in the RFP will be refined and definitions will be prepared for each of the criteria to ensure clarity. The criteria will be approved by the Board, supporting subsequent analysis of the actions.

**4.2 Modelling of the actions:** SSG will analyze each of the actions to evaluate their impact on energy demand, GHG emissions, energy mix, and finances, as represented by various indicators including abatement cost, internal rate of return, return on investment and net present value. The modelling results will be inputs to the multi-criteria analysis (MCA), an approach which weights each criteria and rates the actions to identify a final score. Both quantitative and qualitative analysis can be incorporated into the MCA and the result is a prioritized list of actions that can help the Town guide implementation. The tool that SSG uses is fully transparent and the County will be able to adjust the weighting or scoring to better understand how this influences the results.

**4.3 County Net Zero Pathway [Deliverable]:** The prioritized actions identified in Task 3.7 will be modelled as an integrated scenario, which captures feedback between actions. For example, the introduction of building retrofits decreases the feasibility of district energy systems. Increased walking and cycling results in less driving and therefore less GHG reductions, alongside the enhanced introduction of electric vehicles. The Net Zero Pathway will describe a detailed, sector by sector plan to achieve the 2050 net zero target.

**4.4 Financial/economic analysis:** Economic analysis will explore the macro impacts of the net zero pathway versus the BAU scenario on variables such as employment, household and business energy costs by sector, investment requirements, energy expenditures and other variables. More detailed financial analysis will evaluate the impacts of identified actions in terms of the investment required, internal rate of return, net present value and return on investment. An investment schedule and strategy will be identified as part of this analysis.

## 5. Climate Action Plan

**5.1 Draft Climate Action Plan [Deliverable].** The draft Climate Action Plan will be a coherent, compelling, accessible, and easily digestible document, which will include the narrative, goals, synopsis of the actions, implementation strategy, and presentation of the co-benefits. The document will be broadly distributed for public comment.

**5.2 Supporting Information [Deliverable].** Background documentation will be provided to the County including a detailed table of actions and assumptions, a financial cost catalogue, modelling results and a risk register.

**5.3 Engagement Summary [Deliverable]:** The team will prepare a summary report of the public input received on the draft CAP and how the feedback was addressed.

**5.4 Final Climate Action Plan [Deliverable]:** Revisions will be made to the Climate Action Plan and a final version will be submitted to the County.



## QUALIFICATIONS AND KEY PERSONNEL

### Jeremy Murphy, SSG Principal

MSc | MPlan | LEED AP BD&C | NCI Charrette

Years of relevant experience: 20

Role: Project Manager

Jeremy has managed over 50 projects, most of which are complex, integrated climate mitigation and adaptation plans for municipalities, universities and the provincial and federal government, all of which have been interdisciplinary. Jeremy is also a specialist in community engagement with National Charrette Institute certification. He recently designed and led stakeholder engagement for the Government of Canada's Low Carbon Roadmap for the National Capital Region.

Some examples of the projects in which Jeremy has had a leading role include a Municipal Energy Plan for the City of Sudbury, an Official Plan for the City of Courtenay, a Renewable Energy Transition Strategy for the Town of Banff, City of Ottawa's Energy Evolution, an Urban Growth Strategy for the City of Summerland (engaged 10% of the population), a GHG Inventory for the City of Yellowknife, an Ecological Restoration Plan for the BC Government, a sustainability strategy for the University of Western, and Climate Emergency Analysis for the City of Vancouver.

### Naomi Devine, SSG Consultant

BSc | Env Visual Comms Post-Grad

Years of relevant experience: 10

Role: Design and Communications

Naomi is a sustainability policy and communications expert, trained in human-centered design thinking. Naomi is also a member of the Graphic Designers of Canada (GDC) and is trained in the IAP2 Foundations of Public Participation (Planning and Techniques) protocol. For over a decade she has advised governments and worked with universities, local governments, and civil society organizations on sustainability and climate policy issues. Naomi has created groundbreaking sustainability policy at the University of Victoria and served on BC's pioneering Premier's Climate Action Team. She stewarded the award-winning community sustainability plan, Whistler2020, through the 2010 Winter Olympic and Paralympic Games, and facilitated the action planning work of 17 task forces focused on creating the town's sustainable future. Naomi recently delivered her Persuasive Storytelling Workshop for civil servants in the City of Vancouver's Solutions Lab. Naomi employs visual communications and storytelling to assist communities in crafting persuasive, effective, and long-lasting moves toward a sustainable future.

### Lauren Malo, SSG Consultant

BSc | MSc

Years of relevant experience: 6

Role: Technical Analyst (Mitigation, Adaptation and Sequestration Planning)

Lauren has worked on multiple energy and emissions plans, including as the Lead Analyst on high profile projects such as the Government of Canada's Low Carbon Roadmap for the National Capital Region and the Region of Peel Climate Change Master Plan. As part of her role, Lauren spearheaded the development of scenarios for federal operations, including financial analysis, liaison with data providers, stakeholder engagement roundtables, and scenario review webinars. Lauren's recent work has also



explored the quantitative linkages between climate mitigation initiatives and climate resilience, including analysis of sequestration opportunities. Her prior experience includes both academia and politics, where she has focused on analyzing renewable energy and climate policy.

### Alia Dharssi, SSG Consultant

BA | MPhil

Years of relevant experience: 6

Role: Communications and Engagement

Alia Dharssi is a researcher and communications expert with eight years of experience analyzing social, political and environmental challenges around the world as a journalist and researcher. She is passionate about public engagement and qualitative research. Prior to joining SSG, she managed, contributed to, and helped design qualitative and quantitative research projects related to urban quality of life, social issues, and public policy in Canada and India. Her writing on sustainability, global development, human rights and immigration has appeared in publications ranging from the New York Times to the National Post. At SSG, she has contributed to decarbonisation projects for the federal government in the National Capital Region, the City of Richmond Hill, and the City of Thunder Bay.

### Ralph Torrie, SSG Senior Advisor

BSc

Years of relevant experience: 40

Role: Quality Assurance

Ralph Torrie is known for combining visionary thinking, intellectual leadership and rigorous analysis, and has made original and important contributions to the field of sustainable development. He has worked around the world, has numerous publications, and is a recipient of the Canadian Environment Silver Award for his work on climate change. He is an expert in the field of energy and environment with 35 years of entrepreneurial, management and consulting experience that includes hundreds of initiatives in research, business development, and public policy. He also spent two years as Assistant Coordinator of the Energy Research Group of the United Nations University and the International Development Research Centre, six years as a corporate executive, first as Vice President at ICF International and then as Managing Director at Navigant, both publicly traded U.S. based firms, and two years as Managing Director of the Trottier Energy Futures Project, an innovative collaborative project exploring long-range decarbonization strategies.

### Chris Strashok, whatIf? Technologies

BSc Eng | MA

Years of relevant experience: 18

Role: Energy Systems Analysis

Chris has more than 18 years of experience modelling and working with complex, dynamic processes. In the oil and gas industry he developed and supported models for petroleum refining processes, energy integration, reduction, and process optimization. Chris has evaluated sustainability initiatives in energy, water, infrastructure, transportation, and social capital. Chris led the analysis of a climate positive urban design for Waterfront Toronto and a net zero emissions strategy for Centennial College. He has also developed future land-use and transportation scenarios for the City of Edmonton in order to evaluate energy, GHG and financial implications of various policy options for a 1.5 degree-aligned climate action plan. Chris is currently leading the modelling of GHG, energy, financial and equity impacts of City of Vancouver's Climate Emergency Action Plan.

## Marcus Williams, whatIf? Technologies

BSc | MSc Civil Eng

Years of relevant experience: 15

Role: Emissions Analysis

Marcus has more than 15 years experience in integrated systems modelling and analysis of energy, emissions, land use, transportation and demographics. Marcus has been instrumental in the development of the energy, emissions and finance model for cities. In addition to the development and deployment of core models, Marcus is interested in the application of the exploding open-source data ecosystem, both in relation to data processing, geoprocessing and data visualization as well as to urban and regional low-carbon analysis. Marcus has also developed and evaluated future scenarios for major cities and regions, including City of Toronto, City of Winnipeg, Region of Durham, Region of Waterloo, and City of Markham among others.

## Monica Cuneo, CoCreative Consulting

Years of relevant experience: 10

Role: Engagement Lead

Monica facilitates collaborative action for systems change. She has more than a decade of content-specific work related to public health, social determinants of health and collaborative approaches to complex social issues. Recent work includes building the presence and effectiveness of cross-sector collaboration for scaled impact in permanent supportive housing, chronic disease reduction, and toxic mitigation. She specializes in collaborative decision-making, stakeholder and community engagement, and research to move groups towards innovative alignment, audacious agreement, and clarity for action. She works at the community, statewide and regional levels, engaging and collaborating with diverse cross-sector stakeholders in multiple settings.

## Russ Gaskin, CoCreative Consulting

Years of relevant experience: 10

Role: Engagement Specialist

Russ helps people who don't know each other, and often don't even like each other, solve complex problems together. His unique strength is creating the conditions and frameworks that support efficient and meaningful collaboration across deep sectoral and cultural boundaries. Russ also builds the capacities of others to lead effective collaboration by speaking and teaching around the world on changing complex systems, human-centered design, and leveraging conflict and diversity as sources of strategic innovation.

Prior to launching CoCreative, Russ served as the chief business officer of Green America, a global leader in developing economic strategies to advance social equity and environmental sustainability; served as managing director of US SIF, a pioneering membership organization for financial firms and institutional investors doing impact investing; and founded the Green Business Network, the first network of triple-bottom-line businesses in the U.S. He currently serves as a Senior Fellow for the Green America Center for Sustainability Solutions and on the Expert Panel on Social Innovation & Design at the UN Development Program. He has also served on the Leadership Board of the National Education Association, the Good Housekeeping Green Seal of Approval Advisory Board, and the eBay World of Good Advisory Board.

## PRIOR PROJECT EXPERIENCE

### SSG + whatIf? Technologies

#### HalifACT 2050: Halifax Community Energy and Climate Action Plan (2019-2020)

SSG and whatif? worked on the [Community Energy and Climate Action Plan](#) for the Regional Municipality of Halifax. A combined mitigation and adaptation plan, HalifACT 2050 provides a vision for Halifax to address the climate emergency declared by council in 2019. The plan addresses both corporate and community energy use, GHG emissions, risks and vulnerabilities from 2019 to 2050. HalifACT2050 was unanimously passed by Council in June of 2020, and will serve as the guiding document for Halifax to transition to a low-carbon economy prepared for the impact of climate change across the municipality.

Location:	Halifax Regional Municipality, Nova Scotia
Relevance:	Integrated adaptation/mitigation, just transition, urban/rural, agriculture and forestry, similar population, sequestration
Role of proposer:	SSG led the project, with whatif? as a subcontractor
Team involvement:	Naomi Devine (Communications and engagement), Chris Strashok (Modelling Lead), Marcus Williams (Modelling Advisor)
Contact:	Shannon Miedema   Energy and Environment Program Manager miedems@halifax.ca   902-490-3665

#### North Cowichan Climate Action and Energy Plan Update (2019-2020)

SSG and whatif? were re-engaged 5 years after delivering North Cowichan's original award-winning Climate Action and Energy Plan to update the project. The energy and emissions modelling scenarios were revised with more precise data, new standardized emissions inventory protocols, and modernized modelling software. A new focus on housing retrofits, bolstered electric vehicle uptake, industrial energy efficiency, renewable energy projects, and agriculture and forestry actions were determined to be critical policies to lead the District to its 80% emissions reduction by 2050 goal.

Location:	District of North Cowichan, British Columbia
Relevance:	Climate action plan, urban/rural, agricultural and forestry
Role of proposer:	SSG led the project, with whatif? as a subcontractor
Team involvement:	Jeremy Murphy (Project Lead), Chris Strashok (Lead Modeller), Lauren Malo (Analyst), Alia Dharssi (Author), Naomi Devine (Design)
Contact:	Dave Preikshot   Senior Environmental Specialist dave.preikshot@northcowichan.ca   250-746-3270

#### Caledon Climate Change Mitigation and Adaptation Action Plan (2019-2020)

Caledon is a rural Town of 70,000 residents in the Greater Toronto Area. With population expected to double by 2050, the Town updated its Community Climate Change Action Plan with revised mitigation, adaptation, and sequestration actions. The plan aligns with Global Covenant of Mayors requirements, FCM's Partners for Climate Protection program, and ICLEI's BARC Framework. SSG is also identifying opportunities to integrate Action Plan policies with the Town's updated Official Plan. SSG and WIT modelled energy and emissions scenarios for the Town, conducted best practice scans for adaptation and mitigation actions, and led engagement workshops with community members and stakeholders.

Location:	Town of Caledon, Ontario
Relevance:	Adaptation and mitigation, net zero target, rural, agriculture, carbon sequestration

Role of proposer: SSG led the project, with whatif? as a subcontractor  
 Team involvement: Jeremy Murphy (Project Support), Chris Strashok (Modelling Lead), Lauren Malo (Analyst), Naomi Devine (Engagement and Design)  
 Contact: Katelyn McFadyen | Manager, Energy and Environment  
 Katelyn.McFadyen@caledon.ca | 905-584-2272 x 4169

### Greater Sudbury Community Energy and Emissions Plan (2018-2019)

Sudbury's [Community Energy and Emissions Plan](#) determined the large region's energy and emissions trajectory over the next 30 years, established an emissions reduction target, and developed an action and implementation plan to achieve the target by 2050. Policies and actions in the industrial (mining), transportation, existing and new buildings, waste and wastewater, local energy generation (solar PV), and carbon sequestration were determined for phased implementation. The plan was informed by in-person and online stakeholder and public engagements, which strengthened the resolve of Council and staff to adopt ambitious reduction targets (net-zero by 2050) and declare a climate emergency.

Location: City of Sudbury, Ontario  
 Relevance: Climate action plan, net zero target, urban/rural, agricultural and forestry  
 Role of proposer: SSG led the project, with whatif? as a subcontractor  
 Team involvement: Jeremy Murphy (Project Lead), Chris Strashok (Lead Modeller), Lauren Malo (Analyst and Engagement)  
 Contact: Stephen Monet | Manager, Environmental Planning Initiatives  
 stephen.monet@greatersudbury.ca | 705-674-4455 x4297

### Ottawa Community Energy Transition Strategy (2018-2020)

SSG led the technical modelling for the City of Ottawa's Energy Evolution, as well as a stakeholder engagement process on specific themes. Pathway papers explored options for new and existing buildings, solid waste, transportation and energy storage. The pathways papers were translated into three low carbon scenarios that were modelled in the team's energy and emissions model; a subsequent scenario was designed to align with limiting warming to 1.5 degrees. SSG undertook a detailed financial analysis, and assessed the impact of the scenarios on a range of co-benefits and co-harms. Working with the City Planning team, SSG also developed and evaluated six different land-use intensification scenarios as part of the new Official Plan process.

Location: City of Ottawa, Ontario  
 Relevance: Climate action plan, rural/urban, net zero target, urban/rural, agricultural and forestry, sequestration, just transition, co-benefits  
 Role of proposer: SSG led the project, with whatif? as a subcontractor  
 Team involvement: Jeremy Murphy (Project Lead), Chris Strashok (Lead Modeller), Lauren Malo (Analyst and Engagement)

### City of Toronto Climate Resilience Strategy (2018)

The "Framework" is a roadmap to guide the City of Toronto in preparing for the impacts of climate change. It provides a clear structure to the challenges presented by a changing climate and the pathways forward ensuring City staff, partners, stakeholders and community members all have a common starting place for collaboration. The Framework outlines the priority pathways where there is the greatest need for adaptation through collective action planning. It also provides a lens that can be applied to new and existing projects to ensure climate resilience shapes the outcomes. The Framework includes a foundation, a set of principles and focus areas.

Location:	City of Toronto, Ontario
Relevance:	Climate resilience strategy, deep consideration of equity, innovative community engagement
Role of proposer:	SSG led the project
Team involvement:	Jeremy Murphy (Project Support)

### City of Victoria Climate Action and Sustainability Program Analysis (2016-2017)

SSG completed a sustainability assessment of the City's sustainability efforts, as part of a review of its Climate Action and Sustainability program. The project included an overview of the City's efforts to date (including policy and program implementation, target setting, and commitments), a policy and program gap identification and analysis, a review of best practices and targets in other jurisdictions, as well as consideration for recent relevant developments in the applicable legislative, policy and regulatory landscape. It concluded with an 18-month action plan intended to assist in reviving the climate action program in the immediate term, with an aim to kickstart a longer-term revival of the full sustainability planning process. The aim of this assessment was to provide insights into key sustainability focus areas for the City and conceptualize a plan for reaching deep decarbonization and sustainability.

Location:	City of Victoria, BC
Relevance:	Adaptation and mitigation, implementation planning
Role of proposer:	SSG led the project
Team involvement:	Jeremy Murphy (Project Lead)

SSG and whatIf? Technologies have worked on dozens of municipal climate and energy projects (Table 2).

**Table 2. Other climate actions plans completed or underway in the past three years**

City of Vancouver	Climate Emergency Action Plan - 100% Renewable
Government of Canada	Low-Carbon Roadmap for the National Capital Region - 1.5 Carbon Budget
Town of Banff	<a href="#">100% Renewable Energy Transition Roadmap</a>
City of Toronto	ResilientTO
City of Toronto	<a href="#">Evaluation of 2040 and 2050 Net Zero Emissions Pathways</a>
City of Burlington	<a href="#">Climate Action Plan</a>
City of Hamilton	Community Energy and Emissions Plan - Net Zero by 2050
City of Saskatoon	<a href="#">Low-emissions Community Plan</a>
City of Richmond Hill	Municipal Energy Plan - Net Zero by 2050
Region of York	Community Energy Plan - Net Zero by 2050
Region of Durham	<a href="#">Community Energy Plan</a>
Region of Peel	<a href="#">Climate Change Master Plan</a>
City of Thunder Bay	<a href="#">Climate Change Adaptation Plan</a>
Town of Bridgewater	<a href="#">Community Energy Investment Plan</a>
Town of Halton Hills	Climate Action Plan Net Zero by 2030

## CoCreative

### Food System Leadership Network 2.0 (February 2020 – Present)

Helping the Wallace Center and diverse members of this national network to understand the needs of food system leaders who are advancing local food systems and inclusive economic development. The project includes drafting a shared vision to align the 3,000 members of the network and initiatives.

Client: Wallace Center at Winrock International, Arlington, VA  
 Role of proposer: Primary Consultant | Russ Gaskin (Lead Consultant)  
 Contact: Susan Lightfoot Schempf | Director | 501-280-3067 | susan.schempf@winrock.org

### Architects Advancing Sustainable Communities (March – July 2017)

CoCreative designed an innovation process for the AIA's Strategic Council to identify major trends, challenges, and opportunities affecting architects and the world they work in. Key areas of focus include resilience, the new urban agenda, and building the capacity of architects to work on local sustainability.

Client: American Institute of Architects, Washington, DC  
 Role of proposer: Primary Consultant | Russ Gaskin (Lead Consultant)  
 Contact: Jason Winters | National Secretary | 443-569-1940 | jwinters@kezlo.com

### Building Healthy Communities DNATL (July 2015 – June 2018)

Supported the turnaround of a multi-faceted 10-year initiative to foster inclusive economic development, improve educational outcomes, and build strong local food systems and food security in a county of 20,000 residents and local tribal lands.

Client: Wild Rivers Community Foundation, Crescent City, CA  
 Role of proposer: Primary Consultant | Russ Gaskin (Lead Consultant)  
 Contact: Michelle Carrillo | Initiative Director | 707-465-1238 x116 | Mccarrillo@wildriverscf.org

### All:Ready Network (February 2018 – Present)

All:Ready is a multi-stakeholder collaboration building better systems to support health and early childhood education in Washington, Clackamas, and Multnomah counties. They are working across sectors to ensure that race, class, and ability no longer predict families' access to and use of quality early childhood supports.

Client: Health Share of Oregon, Portland, OR  
 Role of proposer: Primary Consultant | Russ Gaskin (Lead Consultant)  
 Contact: Peg King | Manager | 503-416-3959 | kingp@healthshareoregon.org

### Southern Oregon Success (June 2019 – Present)

Supporting the turnaround of a regional collaboration working to improve the academic and life success of children, youth and families in Jackson and Josephine Counties, comprising all levels of education, health care, mental health care, human services, public safety and workforce development partners.

Client: Southern Oregon Success, Medford, OR  
 Role of proposer: Primary Consultant | Russ Gaskin (Lead Consultant), Monica Cuneo (Consultant)  
 Contact: Peter Buckley | peter\_buckley@southernoregonsuccess.org

## ENVIRONMENTAL IMPACT

Sustainability is at the heart of SSG, informing everything we do, and we invest considerable effort to embed state of the art sustainability practices and policies into our organization.

**A sustainable business model:** SSG members elected to incorporate as a worker co-operative because of the alignment between the corporate structure and our mission to advance sustainability. The worker co-operative is a democratic model and social enterprise committed to contributing to the community. Our purpose is not to generate profits but rather to provide meaningful work to members, and this mandate shapes the way in which we do business, reflecting the social, economic and ecological dimensions of sustainability. The emphasis on meaningful work and the choice of organizational model reflects our broader mission to address climate change and sustainability in everything we do and the way in which we operate.

**Advancing sustainability through procurement:** SSG preferentially selects leading sustainability companies as suppliers, ranging from Vancity (financial services) to Cooperators (insurance) and Koumbit Cooperative (web services). We purchase local, organic food and fair trade products for meetings and events. We are guided by EPEAT ratings for purchasing electronic equipment.

**Addressing inequality:** SSG is dedicated to providing a high quality working environment and meaningful work to our members. We seek to combat inequality by maintaining a pay ratio of 1.3 to 1 between the highest and lowest paid employees. We also have equitable hiring practices, employee benefit packages, and flexible working hours and locations.

**Engaging in communities:** SSG members are encouraged to be actively involved in society, volunteering for organizations or causes about which they are passionate. SSG provides time off and financial support for these activities when needed.

**Impact investments:** SSG eschews fossil fuels, resource extraction, and human exploitation in our investments. We are currently investigating options for pension funds that advance renewable energy.

**Tackling GHG emissions:** SSG is dedicated to minimizing its impact on the climate. We apply an active approach to GHG emissions that uses an avoid, reduce, replace hierarchy. A core strategy to avoid GHG emissions is to support teleworking for our employees which eliminates commuting travel. We have invested in high quality software and equipment to facilitate distributed working including video conferencing. After extensive analysis, SSG elected not to purchase carbon offsets for work-related GHG emissions; however we report transparently on our GHG emissions. Our preferred method of transportation is by bicycle, with the vast majority of trips across our organization is by biking and taking public transit. Our offices are all equipped with waste source separation and strive for zero waste. Our coworking spaces have contracts with alternative waste resource collectors. As a distributed, paperless organization, we have almost zero paper use. We have a repair first policy for our equipment. Some computers in our organization have been updated over the course of almost a decade.



**Project delivery:** SSG actively applies a climate lens to all our projects, seeking to deliver engagement activities with zero emissions where possible. As an example, we have engaged a local partner to lead community engagement to minimize or eliminate travel. We also use technology in engagement activities to minimize vehicular travel.

**Advocating for change:** SSG is active on a number of pro-bono projects advancing sustainability, such as providing expert testimony to the Northern Gateway hearings, serving on the board of the Climate Action Network, and leading the sustainability committee of the Canadian Co-operative Association.

**Tracking sustainability impact:** We track our performance across social, ecological, and economic domains using twenty-seven indicators and indices on issues ranging from climate change to worker member happiness. The assessments inform annual and five year plans with a goal of continuous improvement.

**Advancing sustainability research:** SSG contributes on a pro-bono basis to major sustainability research projects including the Measuring the Cooperative Difference (\$1 million Social Sciences and Humanities Research Council project on the sustainability impacts of co-operatives), Sustainability Education Policy Network (\$2 million Social Sciences and Humanities Research Council project on sustainability policy in education), and Meeting the Climate Change Challenge (a \$250,000 Pacific Institute for Climate Solutions project on climate action by BC communities).

In addition, the team at CoCreative uses an integrated shared prosperity framework, based on The Natural Step Principles, to guide all of their work. The Framework provides 7 guidelines for all of their work including:

- Supporting inclusive wealth-building and the elimination of contributions to systematic concentration of economic opportunity;
- Supporting shared political power and the elimination of contribution to the progressive concentration of political power;
- Supporting shared control over common resources and the elimination of contributions to the progressive concentration of control over the common assets;
- Creating conditions that systemically support people's choice, dignity, and capacity to meet their basic human needs;
- Eliminating any contribution to projects or systems that increase concentrations of substances from the earth's crust;
- Eliminating any contribution to projects or systems that increase concentrations of synthetic substances produced by society;
- Eliminating any contribution to projects or systems that increase degradation of non-renewable natural materials by physical means.



**SSC** SUSTAINABILITY  
SOLUTIONSGROUP

**EXHIBIT D  
FEE SCHEDULE**

# FEES

Name	Sustainability Solutions Group								whatIf?		CoCreative			Total Hours	Total Fees / Task	Disbursements	
	Murphy	Devine	Malo	Dharsni	Torre	Sidhu	Meyer-Moore	Herbert	Srasiok	Williams	Curro	Goslin	Engagement support				
	Project Manager	Design and Communications	Technical Analyst	Technical Analyst	Quality Assurance	[Title]	[Title]	[Title]	Energy Systems Analysis	Emissions Analysis	Engagement Lead	Engagement Specialist	Project Assistant				
Hourly Rate	\$130.00	\$100.00	\$100.00	\$100.00	\$125.00	\$100.00	\$100.00	\$100.00	\$150.00	\$150.00	\$130.00	\$175.00	\$35.00				
<b>Phase 1: Project set-up</b>																	
1.01 Project initiation meeting		4														4	\$520
1.02 Detailed workplan		2														2	\$260
1.03 Ongoing project management		24							10			44	22	10	110	\$14,540	\$5,770
Sub-total (hours)		30	0	0	0	0	0	0	10	0	44	22	10	116			
Sub-total (\$)		\$3,900	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$5,720	\$3,850	\$350		\$15,320	\$5,770	
<b>Phase 2: Technical Investigation &amp; Data Gathering</b>																	
2.01 Document review				8	8						10	3			29	\$3,425	
2.02 Data request		2							15	15					32	\$4,760	
2.03 Model calibration									30	30					60	\$9,000	
2.04 BAU scenario									30	30					60	\$9,000	
2.05 DMA manual				5											5	\$500	
2.06 Technical investigation, Pt. 1 - The context		2			15	5									22	\$2,385	
2.07 Technical investigation, Pt. 2 - Climate profile		2		10		5									17	\$1,885	
2.08 Catalogue of actions		2		8											10	\$1,060	
Sub-total (hours)		8	0	31	23	10	0	0	75	75	10	3	0	235			
Sub-total (\$)		\$1,040	\$0	\$3,100	\$2,300	\$1,250	\$0	\$0	\$11,250	\$11,250	\$1,300	\$525	\$0		\$32,015	\$0	
<b>Phase 3: Engagement</b>																	
3.01 Pre-engagement preparation											10	4	2		16	\$2,070	
3.02 Draft Community Eng't & Implementation Plan		2									7		1		10	\$1,205	
3.03 Engagement foundation											70	9	30		109	\$11,660	
3.04 Project website			8												8	\$800	
3.05 CATF Meeting 1 - Convene and Align											33	21	22		76	\$8,735	
3.06 Technical modelling webinar			5												5	\$500	
3.07 Crowdsourcing actions survey			5												5	\$500	
3.08 CATF Meeting 2 - Exploring Baseline and BAU			5								16	15	5		41	\$5,380	
3.09 CATF Meeting 3 - Actions identification workshop			5								16	15	5		41	\$5,380	
3.10 CATF Meeting 4 - Low carbon results			5								16	15	7		43	\$5,450	
3.11 External review of low carbon modelling results			5								84	45	7		141	\$19,540	
3.12 CATF Meeting 5 - Adjustments and implementation			5								16	15	7		43	\$5,450	
3.13 CATF Meeting 6 - Draft Climate Action Plan			5								16	15	7		43	\$5,450	
3.14 CATF Meeting 7 - Final CAP			9								16	15	7		47	\$5,850	
Participation stipends															0	\$0	\$6,000
Sub-total (hours)		2	57	0	0	0	0	0	0	0	300	169	100	628			
Sub-total (\$)		\$260	\$5,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,935	\$29,575	\$3,500		\$77,970	\$6,000	
<b>Phase 4: Actions Analysis</b>																	
4.01 Prioritization criteria				4											4	\$400	
4.02 Modelling of the actions		2							30	25					57	\$8,510	
4.03 County net zero pathway		2							25	20					47	\$7,010	
4.04 Financial / economic analysis				5		10			15						30	\$4,000	
Sub-total (hours)		4	0	5	4	10	0	0	70	45	0	0	0	138			
Sub-total (\$)		\$520	\$0	\$500	\$400	\$1,250	\$0	\$0	\$10,500	\$6,750	\$0	\$0	\$0		\$19,920	\$0	
<b>Phase 5: Climate Action Plan</b>																	
5.01 Draft Climate Action Plan		8		20	20	8									56	\$6,040	
5.02 Supporting Information				5					15						20	\$2,750	
5.03 Engagement Summary											40	17	14		71	\$8,665	
5.04 Final Climate Action Plan		8	25	25		8					40	17	14		137	\$15,705	
Sub-total (hours)		16	25	50	20	16	0	0	15	0	80	34	28	284			
Sub-total (\$)		\$2,080	\$2,500	\$5,000	\$2,000	\$2,000	\$0	\$0	\$2,250	\$0	\$10,400	\$5,950	\$980		\$33,160	\$0	
<b>Phase 6: Implementation</b>																	
6.01 Draft Climate Lens				5					5						10	\$1,250	
6.02 Final Climate Lens		2		5											7	\$760	
6.03 Monitoring strategy					10										10	\$1,000	
6.04 Short term implementation Plan		2			10										12	\$1,260	
6.05 Two subsequent two year implementation schedule				5	5										10	\$1,000	
Sub-total (hours)		4	0	15	25	0	0	0	5	0	0	0	0	49			
Sub-total (\$)		\$520	\$0	\$1,500	\$2,500	\$0	\$0	\$0	\$750	\$0	\$0	\$0	\$0		\$5,270	\$0	
<b>Hours total</b>																	
Hours		64	82	101	72	36	0	0	175	120	434	228	138	1450			
Fee Totals (excluding taxes)		\$8,320	\$8,200	\$10,100	\$7,200	\$4,500	\$0	\$0	\$26,250	\$18,000	\$56,355	\$39,900	\$4,830		\$183,655	\$11,770	
<b>GRAND TOTAL (Including Disbursements, Excluding Taxes)</b>																<b>\$195,425.00</b>	



**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Murraysmith, Inc. for the  
Stafford Road Improvements Project (Pattulo Way to Rosemont Road)**

<b>Purpose/Outcome</b>	Contract will provide project management, plans, specifications, and estimation design services for Stafford Road (Pattulo Way to Rosemont Road).
<b>Dollar Amount and Fiscal Impact</b>	Contract total \$1,482,588.00
<b>Funding Source</b>	Community Road Fund and Countywide SDC's.
<b>Duration</b>	June 30, 2023
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? The public's increasing expectation that the transportation system will be safer and support a healthier community. 2. How does this item align with the County's Performance Clackamas goals? a. Build a strong infrastructure, b. Ensure safe, healthy and secure communities, c. Grow a vibrant economy
<b>Counsel Review</b>	1. Date of Counsel review: 11/2/20 2. Initials of Counsel reviewer: AN
<b>Procurement Review</b>	Was the item processed through Procurement? Yes
<b>Contact Person</b>	Jonathan Hangartner, Civil Engineer, 971-804-2825
<b>Contract No.</b>	3047

**Background:**

Consultant will provide project management, survey, environmental studies and permitting services, stormwater and hydraulic services, utility coordination, geotechnical, traffic engineering, public outreach, and the development of both preliminary design criteria and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance for the Stafford Rd (Pattulo Wy to Rosemont Rd) Improvements Project.

SW Stafford Road has long been identified as a priority improvement project in the Clackamas County transportation system plan (TSP) to add paved shoulders between Pattulo Way and Rosemont Road and turn lanes at the major intersections of Childs Rd and Johnson Rd.

The County has secured Community Road Funds to install a traffic signal or roundabout at Childs Rd and a southbound left-turn lane at Johnson Rd. The intersections at Childs Rd and Johnson Rd will also be realigned to reduce or eliminate the intersection skew. Stafford Rd will be widened to provide paved bike lanes between Pattulo Way and Rosemont Road.

This project will improve Stafford Rd between Pattulo Way and Rosemont Rd by adding bike lanes, realigning the intersections of Childs Rd and Johnson Rd to reduce or eliminate the existing intersection skews, adding a southbound left-turn lane at SW Johnson Rd, and adding a signal or roundabout at Childs Rd. Northbound and southbound turn lanes will also be added at the intersection of Childs Rd, as needed.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on May 14, 2020. Proposals were opened on June 16, 2020. The County received three (3) Proposals: Murraysmith, Inc., Parametrix, and Harper Houf Peterson Righellis, Inc. An evaluation committee of four DTD personnel evaluated the proposals and elected to interview all three firms to further understand their unique approach and overall project understanding. The evaluation committee scored Murraysmith, Inc. the highest. Upon Contract award, the statement of work and project fees were negotiated and finalized.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Contract with Murraysmith, Inc. for the Stafford Road Improvements Project.

Sincerely,

Jonathan Hangartner  
Civil Engineer

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #3047**

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

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2022.**
- 2. Scope of Work.** Contractor shall provide the following personal services: consultant services to assist in the Stafford Road Improvement project (Pattulo Way to Rosemont Road), as further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million four hundred eighty-two thousand five hundred eighty-eight dollars (\$1,482,588.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Jonathan Hangartner.

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

**7. Contractor and County Contacts.**

Contractor	County
Administrator: Gabriel Crop Phone: 503-225-9010 Email: <a href="mailto:gabe.crop@murraysmith.com">gabe.crop@murraysmith.com</a>	Administrator: Jonathan Hangartner Phone: 503-742-4649 Email: <a href="mailto:jhangartner@clackamas.us">jhangartner@clackamas.us</a>

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



## **ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the negligent conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the

Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. Any reuse of such Work Product outside the scope of work for which it was developed, or any alteration of it whatsoever, without Consultant’s review and approval shall be at the County’s sole risk.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions.. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. County hereby approves Contractor’s use of those subcontractors identified in Exhibit B
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover

any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.



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

**INTRODUCTION**

Consultant shall provide project management, survey, environmental studies and permitting services, stormwater and hydraulic services, utility coordination, geotechnical, traffic engineering, public outreach, and the development of both preliminary design criteria and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance for the “Stafford Rd (Pattulo Wy to Rosemont Rd) Improvements Project”.

**BACKGROUND**

SW Stafford Road has long been identified as a priority improvement project in the Clackamas County transportation system plan (TSP) to add paved shoulders between Pattulo Way and Rosemont Road and turn lanes at the major intersections of Childs Rd and Johnson Rd. County has secured Community Road Funds to install a traffic signal or roundabout at Childs Rd and a southbound left-turn lane at Johnson Rd. The intersections at Childs Rd and Johnson Rd will also be realigned to reduce or eliminate the intersection skew. Stafford Rd will be widened to provide paved bike lanes between Pattulo Way and Rosemont Road.

**PROJECT UNDERSTANDING**

This project will improve Stafford Rd between Pattulo Way and Rosemont Rd by adding bike lanes, realigning the intersections of Childs Rd and Johnson Rd to reduce or eliminate the existing intersection skews, adding a southbound left-turn lane at SW Johnson Rd, and adding a signal or roundabout at Childs Rd. Northbound and southbound turn lanes will also be added at the intersection of Childs Rd, as needed.

**Project Limits:**

SW Stafford Rd: Pattulo Way to Rosemont Rd

Side Streets: Reconstruct SW Childs Rd and SW Johnson Rd intersections to reduce or eliminate skew, add turn lanes, and add signal or roundabout at SW Childs Rd.

**Lane Configuration and Geometry:**

Generally, 2-lane cross section with bicycle lanes and shoulder. Centerline geometry within project corridor to be analyzed for conformance with The American Association of State Highway and Transportation Official (“AASHTO”) design standards.

**Stormwater Management:**

Consultant shall use Best Management Practices (BMP’s) and Low Impact Development Approaches (LIDA) per Water Environment Services (WES) design standards as adopted and modified by Clackamas County Department of Transportation and Development.

**Signals:**

New signal at SW Stafford Rd and SW Childs Rd intersection. If selected, roundabout design to be developed in place of signal.

**Lighting:**

No new lighting along the corridor, except at SW Stafford Rd and SW Childs Rd intersection.

**Franchise Utilities:**

Relocate overhead as necessary, relocate for utility conflicts by utilities.

**Natural Resources:**

Environmental permits will be required related to Pecan Creek culvert replacement at intersection of Stafford Rd and Childs Rd. Additional environmental permit requirements will be determined during design.

**Landscaping:**

Bark mulch or grass seed shall be shown to match existing landscaping beyond improvements. Trees and shrubs may be needed for stormwater management facilities.

**Public Involvement and Outreach:**

Public involvement will consist of providing information for county's website and attending community open houses, Community Planning Organization meetings, and in-person meetings with adjacent property owners. At the County's discretion, a virtual open house may be required in place of an in-person open house meeting.

**Right-of-Way (ROW):**

Assumed 22 files for ROW and easement acquisitions shall be required; 12 parcels are assumed to require ROW and easements; 10 are assumed to require easements only.



## **SPECIFIC SCOPE OF SERVICES**

### **SUMMARY OF WORK**

Consultant shall provide project management, survey, environmental and stormwater/hydraulic services, utility coordination, geotechnical, traffic engineering, public outreach, and the development of both preliminary design criteria and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance up through bid award for this project based on the scope of services described herein.

- Task 1.0 Project Management and Project Coordination
- Task 2.0 Survey, Field Investigations and Mapping
- Task 3.0 Environmental Reconnaissance and Permitting
- Task 4.0 Stormwater / Hydraulics Related Services
- Task 5.0 Utility Coordination
- Task 6.0 Geotechnical and Geologic Services
- Task 7.0 Traffic Engineering and Management
- Task 8.0 Preliminary Design (30%)
- Task 9.0 Public Involvement/Outreach
- Task 10.0 Final Design (60%, 90%, and 100% Bid Ready)
- Task 11.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions
- Task 12.0 Bid and Award Assistance

The duration of the design of this project is assumed to be from October 2020 through November 2022 for the completion of design and right-of-way tasks. Bidding and Construction will occur between December 2022 and February 2022. This scope of services does not include construction engineering or construction support but may be added at the discretion of the County towards the end of the design phase through a contract amendment.

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### **Task 1.0 Project Management and Project Coordination**

#### **1.1 Project Management**

Consultant shall:

- Document action items from meetings, comments, and responses in a master comment/response log.
- Document risks, opportunities, and task decisions in individual deliverables such as meeting minutes and memoranda included within each task.
- Complete Subconsultant management tasks as defined in the attached Subconsultant scope of services.
- Prepare monthly invoices and progress reports. Consultant assumes a 26-month timeframe for the project to be designed and bid for construction.

#### **1.2 Project Coordination**

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the County. The Consultant Project Manager shall direct all meetings and provide direction to the rest of the team as the project progresses. These meetings shall have a specific agenda with a predefined objective and outcome to address and resolve project issues as they are encountered. Agendas shall be distributed a minimum of 3 days in advance of the meeting.

- It is assumed in-person coordination meetings (2 hours each) shall be held during the design phase of the project (28-month time frame for a total of up to 8 meetings). Meetings to be held at County office or via Microsoft Teams. Up to 4 consultant personnel are expected to attend each meeting. Consultant shall prepare agenda in advance of deliverable review and other meetings as needed and provide minutes after each meeting including action items.
- A total of up to 8 telephone conference calls with the Project Team (1 hour each). Up to 3 consultant personnel are expected to phone into each meeting.

- A total of up to 60 bi-weekly telephone check-in meetings with the Consultant PM (1/2 hour each).
- Consultant shall prepare a project schedule at the on-set of design. Consultant shall provide an updated project schedule, as needed, with all major deliverables (30%, 60%, 90%, and 100%).

**Task 1.0 Deliverables:**

- *Monthly Invoices and Progress Reports*
- *Project Schedule with Periodic Updates*
- *Meeting Agendas and Minutes for In-Person Coordination Meetings*

**Task 2.0 Survey, Field Investigations and Mapping**

**2.1 Topographic Survey**

Consultant shall complete a topographic survey in English units (International feet) for the project area.

- Features to be shown include trees six inches or more in diameter (dbh), ornamental trees, utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of pavement, ditches, traffic and other permanent signs, and structures as accessible.
- Underground features such as utility line sizes, rim elevations, invert elevations, fuel tanks, wells, septic tanks, and drain fields shall be shown as indicated by surface features and other information including as-built drawings and utility company data. Consultant assumes County shall vacuum clean all structures prior to survey field work.
- Existing striping shall be located where needed to design the project striping.
- All significant features within 25 feet of the existing ROW (or up to the face of building, whichever is closer) shall be tied.
- Photos of site conditions shall also be taken.
- The Horizontal Datum to be NAD 83(2011) epoch 2010.00 PDX Zone, utilizing the Oregon Real Time Network. The Horizontal Network shall be resolved using differential Real Time Kinematic (RTK) GPS observations along with terrestrial ground measurements. The Vertical Datum shall be NAVD 88. Closed loop differential level measurements shall run through all of the on-site Control.

The project limits shall include:

- Stafford Rd 200 feet south of Pattulo Way to pedestrian crossing at south leg of Rosemont Rd roundabout, including the following:
  - Centerline of Stafford Rd from 900 feet north from the north end of Tualatin River bridge to 300 feet from the center of Rosemont Rd roundabout.
- Johnson Rd 500 feet south of Stafford Rd
- Childs Rd 700 west of Stafford Rd
- Zivney Ln 300 feet south of Stafford Rd

The field topographic data shall be incorporated into a topographic survey base map and digital terrain model utilizing AutoCAD Civil 3D 2019 or newer.

**2.2 Horizontal Control, Monument Recovery, and Pre-Construction Record-of-Survey**

Consultant shall:

- Retrace all existing ROW within the project corridor. Consultant shall search survey records on file with Clackamas County, to reestablish existing centerlines of each ROW.
- Research deeds and Record Surveys, including but not limited to property surveys, county road surveys, original county road resolutions, public land corner surveys, and Donation Land Claim (DLC) surveys.
- Keep copies of the research data collected, including but not limited to surveys, deeds, assessors' maps, county road maps, government corner surveys, and horizontal and vertical control data sheets Consultant's Project file. Consultant shall provide project-related data and records to the County at the end of the project.

- Survey found property corners, property line fences and the existing edges of pavement to establish existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for ROW descriptions and the filing of a Record Survey.
- Show adjacent property lines and existing ROW on the Project Base Map using Consultant's ROW retracement. Consultant shall prepare and file a Pre-Construction Record of Survey conforming to applicable County standards with the County Surveyor's office to perpetuate monument locations as required under ORS 209.155. Scale for survey map shall be 1"=40', or as approved.
- Prepare a ROW survey for Stafford Rd, Johnson Rd, Childs Rd, and Zivney Ln. Show the project centerline and existing centerlines, property owner's name, tax lot numbers, existing and proposed ROW lines, and proposed permanent and temporary easement lines.

**Task 2.0 Deliverables:**

- Base maps drawings in AutoCAD and PDF
- Pre-Construction Record of Survey

**Task 3.0 Environmental Reconnaissance and Permitting**

The County will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide a list of properties requiring ROEs for research disciplines no less than five (5) weeks before such ROEs are required to perform work on private parcels. Consultant shall provide County with an exhibit map for each property showing the approximate location of any invasive test sites on the property, e.g. anything more than minor shovel sampling, test pits, etc.

The following tasks will be completed by the Consultant to identify issues and ensure compliance with the regulating agencies:

**3.1 Wetland and Waters Delineation**

Consultant shall conduct a site visit of the project's Area of Potential Impact (API) and delineate wetlands, streams, or ditches within the API. The wetland and waters delineation will be conducted in accordance with the routine on-site wetland determination methodology described in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual: Wetlands Research Program Technical Report Y-87-1, supplemented by the Western Mountain, Valleys, and Coast Regional Supplement, the Code of Federal Register (CFR) Title 33, Part 329.11, and Oregon Administrative Rules (OAR) Chapter 141, Division 85, Section 0515.

In accordance with the USACE Wetland Delineation Manual, Consultant shall:

- Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
- Determine dominant vegetation for each cover class at these sampling locations.
- Provide flags on site demonstrating wetland and waters feature boundaries to assist surveyors in mapping wetlands.

Consultant shall prepare a draft and final wetland delineation report in accordance with Oregon Department of State Lands (DSL) standards. Consultant shall submit the draft wetland delineation report to the County for review. Consultant shall submit the final, County-reviewed report to the DSL electronically for concurrence. Consultant shall address questions from DSL during concurrence review regarding the wetland delineation report to facilitate DSL concurrence of the wetland delineation.

**Assumptions**

- Two biologists will complete the wetland and waters delineation field work for this task during a single day, including travel. No other sites visits are included in this task.
- The County and Consultant will provide Consultant biologists with the final project API prior to completion of the wetland delineation field work.
- The County will coordinate property access and entry approval for completion of the wetland delineation.

- Wetland/waters delineation boundary flag locations will be surveyed by a Professional Land Surveyor.
- CADD, Microstation, or GIS data provided to Consultant engineer for surveyed boundaries and sample plot locations will include projection, units (inches, feet, meters, etc.), and the coordinate system.
- The Ordinary High Water Mark (OHWM) of waters/ditches within the API will be delineated based on field indicators; a hydrologic analysis of stream gage data is not included in this task. No groundwater monitoring or analysis is included in this task.
- The County will pay the DSL wetland delineation report review fee.

### **3.2 Natural Resource Assessment and Report**

Consultant shall complete a Sensitive Area Natural Resource Assessment to demonstrate the project's compliance with the Clackamas County Code (Code) Section 4.3. Consultant shall conduct a field investigation to collect data on the sensitive areas present in the API, as described in the Code 4.3.3: Scope of Assessment. Consultant's assessment of sensitive areas will include a delineation of the OHWM of stream features in the API, per Code 4.3.4.2.2 (top of bank of the defined channel, or the surface elevation of a 2-year, 24-hour storm event). Consultant shall delineate wetland boundaries within the API per Task 3.1. Consultant shall provide flags on site demonstrating wetland and waters feature boundaries to assist surveyors in mapping sensitive areas. Consultant will also determine the existing sensitive area Buffer condition. The Buffer condition assessment will include:

- Identification and characterization of the plant community type(s) (Code 4.3.4.4.1).
- Collection of representative sample points to capture vegetation characteristics including native, invasive, and noxious species (Code 4.3.4.4.2, 4.3.4.4.3, and 4.3.4.4.4).
- A base map depicting the sensitive areas, Buffers, and data collected within the Buffers (Code 4.3.4.4.5).

Consultant shall utilize GPS-enabled handheld digital tablets to collect the Buffer condition data while on-site. Results of the Natural Resource Assessment will be documented in the Natural Resources Assessment report.

Consultant shall prepare a Natural Resources Assessment Report that will include the following to satisfy Code 4.3.4.5:

- Documentation of sensitive area(s) located in the API and within 200 feet on adjacent properties.
- Descriptions of plant communities.
- Data assessment forms from the wetland and water delineation and Buffer analysis.
- Base map depicting the results of the field investigation.

Consultant shall also prepare the Clackamas County Sensitive Areas Certification Form that will be submitted to the County along with the Natural Resources Assessment report. Consultant shall prepare a wetland and stream Buffer variance application due to expected unavoidable Buffer impacts resulting from the project. The wetland and stream buffer variance application shall be prepared to satisfy Code 4.4.

### ***Assumptions***

- The Natural Resource Assessment will be conducted by two Consultant biologists over the course of one day. No other sites visits are included in this task.
- Prior to completing this task, the County will attempt to gain permission for Consultant biologists to access 200 feet of properties adjacent to the API to complete assessment per County code. If access is denied by adjacent landowners, Consultant biologists will apply off-site assessment methodology to those areas (e.g. visual observation, reliance on mapped resources, etc.).
- Consultant shall submit the final Natural Resource Assessment report, Sensitive Areas Certification Form, and Wetland and Stream Buffer Variance Application to County planning staff.
- The County will pay fees associated with submittal of Natural Resource Assessment report.

- Any required Buffer enhancement and/or mitigation will be satisfied through County purchase of environmental mitigation bank credits, in-lieu-fee, payment in-lieu, or on-site within the API. The project will not require off-site permittee-responsible Buffer enhancement or mitigation.

### **3.3 Stream and Wetland Function Assessments (CONTINGENCY)**

Consultant shall complete a Stream Function Assessment Methodology (SFAM) assessment of Pecan Creek and the Pecan Creek tributary within the API to quantify lost stream functions and values if project impacts exceed 0.5 acre of permanent wetland impact and/or the project cannot meet the DSL's criteria for a Transportation-Related Structures General Permit. Consultant shall complete all required office based SFAM work prior to the site assessments. Consultant shall collect all required field data for the SFAM assessments in required DSL format during a two-day site visit for two Consultant staff. If required, Consultant shall post-process all SFAM field data for inclusion in the Joint Permit Application (JPA) for the project (Task 3.4).

#### ***Assumptions***

- If required, stream functional assessments will be conducted by two Consultant biologists over the course of two days. No other site visits or meetings are included in this task.

### **3.4 Joint Permit Application (JPA)**

Consultant will prepare a draft and final JPA to apply for a USACE Clean Water Act Section 404 Nationwide Permit (NWP) and for a DSL General Permit (GP) in accordance with requirements set forth in OAR 141-085-0025. If project impacts to wetlands and waters of the U.S. and State exceed NWP and/or GP thresholds, the JPA will be used to obtain an Individual Permit (IP) from the respective agency requiring an IP.

Clean Water Act Section 401 certification from the Oregon Department of Environmental Quality (DEQ) will be required for the project as pollutant-generating impervious surfaces will be increased a result of project implementation. The 401 certification will be facilitated by Consultant's submittal of the JPA, and a Stormwater Management Plan prepared by Consultant, in DEQ format to DEQ for review and approval.

Preparation of the JPA may include correspondence with regulatory agencies in the form of telephone calls, letters, and memorandums to document permit needs. Consultant will:

- Prepare brief narratives and descriptions on project purpose and need, potential impacts, and project alternatives using information provided by Consultant and County, as necessary to complete the JPA.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. This coordination will include pre-application correspondence.
- Prepare all necessary non-engineering drawings, maps, and photographs for inclusion in the JPA.
- Evaluate potential wetland/waters impacts and methods for avoidance or minimization measures.
- Respond to questions or comments raised by the agencies during their review of the JPA. This task may include correspondence and clarification of the JPA and related tasks as necessary to clarify regulatory agency concerns and to facilitate the issuance of USACE's and DSL's permits for the proposed project.
- Provide the draft JPA to County for review and comment, revise the draft JPA once each per review comments and prepare the final JPA for submittal to the USACE and DSL.

#### ***Assumptions***

- Wetland impacts will be below 0.2 acre and will therefore not require a Principal Objective Analysis or Oregon Rapid Wetland Assessment Protocol (ORWAP) or Hydrogeomorphic functional assessment. A best professional judgement functional assessment for wetlands and waters impacts is included in preparation of the JPA under this task. If wetland impacts exceed 0.2 acre, Task 3.3 will be authorized.
- If project impacts exceed 0.5 acre of permanent wetland impact and/or the project cannot meet the DSL's criteria for a Transportation-Related Structures General Permit, Task 3.3 will be authorized.
- Additional fieldwork beyond the wetland/water delineation effort (Task 3.1) will not be required for this task.

- Permittee-responsible wetland mitigation or plans will not be required. If necessary, permanent wetland and/or waters impact mitigation will be satisfied through County purchase of environmental mitigation bank credits, in-lieu-fee, or payment in-lieu. If on-site restoration is required for temporary wetland impacts or for any temporary waters impacts, Consultant biologist will provide a simple restoration planting list with selected species. Any formal landscape plans required for the bid package will be provided by Consultant. No monitoring of restoration activities is included.
- USACE/DSL permit conditions will not change during the application phase.
- Consultant will prepare a Stormwater Management Plan in required DEQ format and provide it to Consultant biologist for submittal to DEQ for the project 401 Certification.
- Payment of DEQ Stormwater Management Plan review will be the responsibility of the County.
- Engineering drawings, cross sections, details, impact calculations and project description support for inclusion in the JPA will be provided by Consultant.
- DSL may require a permit fee, depending on the type of authorization required, and the amount of fill or excavation to be performed in wetlands and/or waters. Payment of the DSL permit fees will be the responsibility of the County.
- If compensatory wetland/waters mitigation is addressed by use of a mitigation bank, in-lieu-fee, or payment in-lieu, the County is responsible for any payment required.
- The County will acquire signatures from all appropriate parties as required for completion of the JPA, including applicants, landowners, and local planning officials.
- Up to eight (8) hours of pre- and post-submittal coordination with the DSL and USACE are included in this task.
- Permit close-out inspection and reporting services will be provided under a separate contract or an amendment to this contract, if requested in the future.

### **3.5 SLOPES V Endangered Species Act Compliance Documentation**

Steelhead of the Upper Willamette Distinct Population Segment (DPS) are known to occur in the Tualatin River downstream of the project corridor. This DPS is listed as Threatened under the federal Endangered Species Act (ESA). The project could affect the water quality in Pecan Creek as a result of project-related in-water work activities, increases in impervious surfaces and alterations to existing local drainage patterns. The receipt of a NWP from the USACE provides a federal nexus with the ESA and the regulatory need for the project to demonstrate compliance with ESA standards for avoiding or minimizing downstream effects on listed steelhead.

Consultant will determine if programmatic ESA compliance processes such as the Standard Local Operating Procedures for Endangered Species (SLOPES V) programmatic Biological Opinion can be used for project ESA compliance. If programmatic ESA compliance cannot be obtained for the project, consultant will prepare of a Biological Assessment (BA) to initiate individual consultation with the National Marine Fisheries Service (NMFS).

#### ***Assumptions***

- The project will not result in impacts on federally listed wildlife or plant species.
- Use of the SLOPES V programmatic ESA compliance process will be determined shortly after the 30% design milestone.
- SLOPES V transportation project compliance standards will not change during project design and construction.
- If the project does not qualify for SLOPES V programmatic ESA compliance, preparation of a BA and individual ESA consultant with NMFS will be required.
- Coordination with NMFS will be conducted via telephone and email transmittals. A site visit or meeting with NMFS will not be required.
- Fieldwork for this task will be completed during Task 3.1.
- SLOPES V documentation will be submitted to the USACE with the project JPA. USACE will deliver the SLOPES V documentation to NMFS for review.

### **3.6 Oregon Fish Passage Law Compliance – Pecan Creek**

Pecan Creek is known to support Native Migratory Fish (NMF) per Oregon’s Fish Passage Law (OARs 635-412-0005 to 625-412-0040). The replacement or extension of the existing culvert that conveys Pecan Creek under SW Childs Road will trigger application of the Fish Passage rules. Crossing designs must therefore meet Oregon Department of Fish and Wildlife (ODFW) hydraulic or streambed simulation fish passage design criteria. Consultant will prepare a fish passage plan in ODFW format that documents post-project fish conditions and compliance with applicable fish passage criteria.

#### ***Assumptions***

- Delineation of the Pecan Creek Active Channel Width (ACW) and streambed sediment grain size analysis will occur during Task 3.1.
- Culvert replacement, extension, or modification will be designed and constructed in compliance with applicable Oregon’s Fish Passage Laws.
- The Pecan Creek/SW Childs Road crossing will not require a fish passage exemption, waiver, or mitigation. If a fish passage waiver and mitigation is required, an amendment to the Consultant contract would be required to authorize preparation of and coordination for fish passage waiver/mitigation documentation.

### **3.7 Oregon Fish Passage Law Compliance – Pecan Creek Tributary (CONTINGENCY)**

SW Stafford Road crosses an unnamed tributary of Pecan Creek within the project corridor. The replacement or extension of the existing culvert that conveys the tributary under SW Stafford Road may trigger application of the Fish Passage rules. If Fish Passage rules are triggered, the project is expected to be able to obtain a fish passage exemption from ODFW for the Pecan Creek Tributary culvert by demonstrating that providing passage at the crossing would provide no appreciable benefit to NMF. Consultant will prepare a fish passage exemption request in ODFW format that documents compliance with applicable fish passage criteria if the fish passage law is triggered.

#### ***Assumptions***

- Delineation of the Pecan Creek Tributary ACW and streambed sediment grain size analysis will occur during Task 3.1.
- The Pecan Creek Tributary/SW Stafford Road crossing will not require a fish passage waiver or mitigation, or a fish passage plan. If a fish passage waiver and mitigation or a fish passage plan is required, an amendment to the Consultant contract would be required to authorize preparation of and coordination for fish passage waiver/mitigation documentation.

### **3.8 Local Permits (CONTINGENCY)**

The project may require additional local permits such as compliance with County land use code requirements in addition to compliance with section 4.3 of the County’s code discussed in this SOW. Consultant shall research local permit jurisdictional requirements and clarify the development review process with County Planning staff to confirm code compliance approval requirements and timelines. Consultant shall document local permit requirements in the design memorandum at the 30% design milestone under Task 8.6 that identifies:

- potential local jurisdictional requirements
- potential County development codes or rules triggered by the project,
- the County agency that is responsible for administration of the code or rules,
- specific permitting pathways for each development review requirement triggered, and
- code compliance/permit issuance timeline for each triggered code compliance requirement.

The memorandum will be used to confirm specific local land use compliance requirements and other potential permits once preliminary design is completed.

#### ***Assumptions***

- A Habitat Conservation Area Application may be required as part of this work.



- The existing Clackamas County DTD 1200-CA permit will address erosion control requirements.
- Up to two additional local land use compliance permitting efforts may be needed to authorize the project.
- Identification of specific local land use requirements will be made after completion of the local land use permitting requirements memorandum and 30% project design is complete.
- Payment of any local land use permit review fees will be the responsibility of the County.
- Consultant shall submit final local land use compliance documentation to County planning staff.

### **3.9 Hazardous Materials Corridor Assessment (“HMCA”)**

Consultant shall perform the HMCA within the Project Area of Project Impact (“API”) and according to accepted environmental procedures as outlined in the Hazardous Waste Guide for Project Development (1990), by the *American Association of State Highway and Transportation Officials (AASHTO)* Special Committee on Environment, Archaeology and Historic Preservation, and the 2020 ODOT Hazardous Materials Program Procedures Guide available on the Agency website at:

[https://www.oregon.gov/odot/GeoEnvironmental/Docs\\_GeologyGeotech/HazMat\\_Program\\_Manual.pdf](https://www.oregon.gov/odot/GeoEnvironmental/Docs_GeologyGeotech/HazMat_Program_Manual.pdf)

Consultant shall prepare the HMCA Report per the most recent version of the Level 1 Hazardous Materials Corridor Study report template.

Consultant shall:

- Review available federal and state environmental records for hazardous waste generators, documented leaking or permitted underground storage tanks (“USTs”), sites with known or suspected releases, landfill sites, and Superfund sites using government web-based databases or using a commercial database search report. Consultant shall use the search radii set forth in American Society for Testing and Materials (“ASTM”) Standard E1527-05 for these database searches. Consultant shall review Oregon Department of Environmental Quality (“DEQ”) files for all sites that could impact the Project corridor to determine the nature and extent of contamination.
- Conduct a site reconnaissance of the Project API that consists of systematically traversing the Project API and viewing adjacent properties from roadways and public access areas. Consultant shall include photographs documenting Project API observations in the HMCA Report. Consultant shall use the reconnaissance to identify potential sources of contamination that could impact the proposed Project during construction or that could result in Clackamas County acquiring contaminated property.
- Conduct historical research to assess past uses of the Project API and adjacent properties starting in 1920 and at 10-year intervals to present time. Consultant shall note data gaps in the HMCA Report. Consultant shall make recommendations for additional research if the historical resources are insufficient in describing the Project API land use history for the last 50 years. The historical research must include a review of historic aerial photographs and at least 1 or more of the following:
  - Topographic maps
  - Sanborn Fire Insurance maps
  - Historic property ownership/occupancy records
- Contact local Agency Maintenance and Engineering staff to get an accounting and records relating to prior maintenance activities that have occurred in the Project Area that may relate to hazardous materials.
- Prepare an AASHTO Initial Site Assessment Checklist according to AASHTO guidelines. Consultant shall incorporate the checklist into the HMCA Report.
- Prepare a draft and final HMCA Report to include a description of field observations, information from state and federal environmental databases, DEQ file review information, historic land use, a scaled map showing the location of all identified potential sources of contamination and sample locations and depths (as applicable), photographs, copies of historic data, copies of state and federal databases, results of any testing, and any other relevant documentation. The HMCA Report must include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work, and recommendations for further investigation or remediation.

Consultant shall prepare a draft HMCA Report for client review and comment. Consultant shall prepare a final HMCA Report based on client review comments and acceptance of the draft document.

### **3.10 Cultural Resource/Archaeological Survey**

Consultant shall perform an alternatives analysis of the project area followed by a cultural resource/archaeological survey of the selected Area of Potential Effect (APE). The work will be directed by Consultant archaeologists and architectural historians who meet the Secretary of the Interior's Standards and Guidelines in Archaeology and Historic preservation. The cultural resource survey will be done to meet federal, state, and local compliance. The study will be designed to meet the requirements of Section 106 of the National Historic Preservation Act, in anticipation of review by the USACE. The survey will also be done to meet the guidelines of the Oregon State Department of Historic Preservation (SHPO). No buildings or structures are known to be within the APE.

#### Alternatives Analysis

A cultural resource review of the combined alternative alignments will consist of a review of existing information on resources, possible resources, and prior studies; and a field reconnaissance. The deliverable will be a memo to support the preliminary design efforts and selection of the preferred alternative. The review will be performed to inform the selection of a preferred alignment for the road. The review will include the following sub-tasks.

- The background review will include cultural resource survey data and records on file with the State Historic Preservation Office (SHPO) and documents in Consultant's library, including survey reports, historical maps (early USGS, regional, etc.) of the area, and General Land Office maps of the project area. The objective will be to identify recorded archaeological and historic resources and areas that have been previously surveyed for cultural resources.
- Consultant will conduct a reconnaissance by vehicle to assess the existing conditions for the alignment alternatives, and to determine if previously recorded resources may have been removed by developments over the past few years.
- For areas that have not been surveyed for archaeological or historic resources, Consultant will estimate the probability of encountering a significant resource using the statewide archaeological probability model.
- The results will be summarized in a short technical memo. The location of any 'red flags' will be noted.

#### Cultural Resource Survey

After an alternative is selected, a cultural resource survey will be conducted to support the JPA and assumed resultant USACE jurisdiction of the entire project. The APE is assumed to be the length of Stafford Road from the north side of the Tualatin River north to just short of Rosemont Road, a distance of approximately 0.8 mile, and will include approximately 500 feet of Johnson Road, 500 feet of Childs Road, and 120 feet of Zivney Lane. The area on each side of these roads will be surveyed within the right of way, and up to 30 feet beyond the right of way may be surveyed, if within the APE and where access is allowed.

The archaeological fieldwork will include a pedestrian survey of the APE, walking each side of the road. If needed, up to 15 shovel tests will be excavated where ground-disturbing activities are anticipated to occur, to determine if an archaeological site is present. Consultant assumes there are no historic resources (i.e., buildings, structures, sites, objects, and districts constructed at least 45 years before the date of survey) within the APE. Up to one resource may be identified in the APE.

#### The tasks will include the following.

- Confirmation of the APE.
- Background review of the previous studies conducted in the vicinity (largely completed under the Alternatives Analysis task).
- A systematic pedestrian archaeological survey of the APE walking each side of the road, up to 30 feet beyond the right of way edge.
- Shovel testing in places not previously impacted where intact archaeological deposits are suspected.

- Up to 15 shovel tests may be excavated.
- Shovel tests will be 12 inches (in) (30 centimeters [cm]) in diameter and excavated to a minimum depth of 20 in (50 cm).
- If artifacts are encountered, SHPO archaeological site/isolate form(s) will be prepared and appended to the cultural resource technical report. It is assumed that up to one resource may be identified.
- Artifacts will not be collected if found on the surface or if found during shovel testing on privately owned land.
- On public land (county road right of way), shovel testing will require an archaeological excavation permit from the SHPO. Up to one permit may be obtained.
- If artifacts are encountered, they must be collected, if found during excavations under a SHPO permit; artifacts from public land must be curated at the Oregon Museum of Natural and Cultural History; up to 20 artifacts may be collected under a SHPO excavation permit.

The deliverable will be a cultural resource report. The report will be provided in draft; comments and questions will be addressed and a final report will be prepared.

If a permit from SHPO was needed for completion of shovel testing, the report will be submitted to SHPO to meet compliance with the permit. The USACE will submit the report for review and concurrence to meet Section 106 review.

**Task 3.0 – Deliverables:**

- *Draft and Final Wetland Delineation Report*
- *Draft and Final Natural Resource Assessment Report and Stream Buffer Variance Application*
- *Clackamas County Sensitive Areas Certification Form*
- *Draft and Final SFAM assessment documentations for County review and inclusion in the project JPA (contingency)*
- *Draft and Final JPA for County review and submittal to USACE and DSL*
- *USACE 404 permit authorization/DSL Removal/Fill Authorization*
- *Draft and Final SLOPES V (or BA) documentation for County review and inclusion in the JPA*
- *Draft and Final Fish Passage Plan in ODFW format for County review and submittal to ODFW*
- *Fish Passage Exemption Request for Pecan Creek Tributary (contingency)*
- *Draft and Final Local Land Use Permitting Requirements memo*
- *Up to two Draft and Final land use permit applications*
- *Draft and Final HMCA Report*
- *Cultural Resource/Archaeological Alternatives Technical Memo*
- *Cultural Resource Report*

**Task 4.0 Stormwater / Hydraulics Related Services**

**4.1 Hydraulic Site Investigation**

The purpose of this task is to identify existing information and field conditions. Consultant shall:

- Obtain the Flood Insurance Study (“FIS”) report and if available the Flood Insurance Rate Map using the Federal Emergency Management Agency (“FEMA”) web site.
- Review local floodplain ordinances to determine if applicable to Pecan Creek. Permitting and mapping of the floodplain is excluded from this scope of work.
- Locate and obtain existing topographic maps of the tributary drainage basin.
- Utilize topographic field data and photographs to determine site conditions and physical properties needed to perform a hydraulic study.

**4.2 Hydrologic Analysis**

The purpose of this task is to perform hydrologic analysis to determine appropriate flow rates for design of various Project elements. Consultant shall:

- Review Clackamas County specific hydrologic data sources to determine the most appropriate 2-, 10-, 25-, 50-, 100-, and 500-year design flows for the proposed Project.
- Delineate the tributary drainage basin utilizing available topographic maps to predict design flows.

### **4.3 Hydraulic Analysis**

The purpose of this task is to perform a variety of hydraulic analyses in support of design and provide hydraulic design recommendations related to the culvert conveying Pecan Creek and associated tributaries within the project limits. Consultant shall:

- Analyze the downstream conveyance system in conformance with County and/or SLOPES Programmatic Biological Opinion guidelines.
- Simulate existing hydraulic conditions of the culvert site using a computer model to determine current water surface profiles, velocities, depths, and flow area for the various design flows.
- Provide culvert size and material recommendations for two crossings at Childs Road and Stafford Road.

### **4.4 Hydraulics Report**

The purpose of this task is to summarize the findings of the hydraulic related services and document the design recommendations. Consultant shall prepare a draft version of the Hydraulics Report per County WES/CCDTD guidelines containing preliminary design recommendations for the hydraulic related services. Consultant shall prepare a final Hydraulics Report to reflect County review comments and to include changes to hydraulic related design recommendations that need to be modified due to advancement of the overall Project design.

### **4.5 Stormwater Design Report**

The purpose of this task is to provide stormwater design recommendations and document the final stormwater facility design. Consultant shall prepare documentation per County and/or SLOPES Programmatic Biological Opinion guidelines. Consultant shall:

- Prepare a concept stormwater management plan that includes options for stormwater collection and conveyance to existing and proposed systems.
- Evaluate up to two (2) alternatives and summarize findings within a memorandum. Develop a conceptual cost estimate comparison between a Low Impact Development Approaches (LIDA) facility for water quality and detention and other similar BMP alternatives.

Consultant shall prepare a preliminary (prior to 60% plans) and final (with 90% plans) Stormwater Design Report to reflect County and regulatory agency review comments on stormwater facility design recommendations, changes to stormwater facility design due to advancement of the overall Project design and supporting documentation of the final stormwater facility design.

### **4.6 Stormwater Operation and Maintenance (O&M) Manual**

The purpose of this task is to provide an Operations and Maintenance Manual documentation of all proposed stormwater management facilities so that the County has a record of the stormwater facilities that need to be as-built, operated and how to maintain them after the Project is constructed.

Consultant shall prepare up to one (1) Draft Operation and Maintenance (“O&M”) Manual, documenting each stormwater BMP facility anticipated for the Project, per Chapter 4, Section 4.6.6 of the ODOT Hydraulics Manual (latest edition).

Consultant shall prepare operational plans as outlined in Technical Bulletin GE 16-01 (B) titled “Stormwater Control Facility Operation and Maintenance Plan Development Drafting Guidance”.

#### ***Task 4.0 Deliverables:***

- *Concept Stormwater Management Plan With Cost Estimate Comparison (30%)*
- *Concept Stormwater Drainage Memorandum (30%)*
- *Preliminary Hydraulics and Stormwater Reports (prior to 60%)*
- *Final Hydraulics and Stormwater Design Reports (with 90%)*
- *Operations & Maintenance Manual (prior to 60%)*

## **Task 5.0 Utility Coordination**

### **5.1 Utility Coordination**

Consultant shall initiate coordination with utilities and incorporate utility provided relocation plans into the design documents. The locations and elevations of existing utilities and options for resolving conflicts shall be investigated. This work shall include working with the County and utility companies to “pothole” crossings and other areas to identify and eliminate conflicts. It is expected that potholing shall be provided by the utility companies. Once “potholing” data is obtained and mapped, the Consultant shall incorporate the data into any plan changes.

The known utility companies and agencies with facilities in the area are as follows:

- PGE
- NW Natural
- Clackamas County DOT
- City of Lake Oswego
- Shadow Wood Water District
- Mossy Brae Water District
- Comcast Corporation
- Zply Fiber
- Century Link Local
- Century Link National
- Zayo Group

It is assumed up to one additional utility (12 total) will require coordination.

Consultant shall:

- Develop a utility contact information list and email project information letters (in email format) to utility companies involved to explain the nature of the work.
- Prepare a Utility Conflict Spreadsheet and send utility conflict letters with 30% plans to the affected utility companies describing the conflicts that exist, and the required adjustment to eliminate the conflict. A spreadsheet of centerline reference points and elevations shall be provided to utility companies for use in excavating existing utilities (potholing) at points of potential conflicts. Consultant shall also provide the conflict list to an independent potholing service who shall provide quotes to the utilities and coordinate with the Project team to aid in gathering pothole data. The schedule for making the necessary adjustment ahead of the beginning of road construction shall be identified.
- Review pothole data provided by the utilities and make recommendations to the project design to minimize utility relocation.
- Prepare and send a Utility Relocation Letter of conflict with 60% plans for each utility notifying them of unavoidable conflicts with a mandatory relocation date.
- Organize and lead a group utility coordination meeting after 60% design.
- Conduct up to six coordination meetings with individual utilities.
- Provide 90% plans to each utility, perform ongoing coordination with utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate.
- Provide County standard 60-day and 30-day utility notice letters (from start of construction).

### ***Task 5.0 Deliverables:***

- *Utility contact list*
- *Utility Conflict Spreadsheet(s) and Letter(s)*
- *The final utility relocation plan(s) submitted to the County Project Manager (CPM) within 10 days after acceptance.*
- *Final Notice Letter(s) submitted to each utility and CPM 30 business days after submittal of 90% Plans to County.*

## **Task 6.0 Geotechnical and Geologic Services**

The County will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide a list of properties requiring ROEs for research disciplines no less than five (5) weeks before such ROE's are required to perform work on private parcels. Consultant shall provide County with an exhibit map for each property showing the approximate location of any invasive test sites on the property, e.g. anything more than minor shovel sampling, test pits, etc.

Consultant shall conduct geotechnical field investigations to explore the subsurface conditions of embankments, retaining wall, and traffic signal pole foundations and pavement rehabilitation and new pavement for widening areas. Consultant shall provide a Geotechnical Report summarizing and presenting the results of the investigation, analyses, and recommendations. Assessment of Material Sources and Disposal Sites is not included in these Services.

Consultant shall complete the geotechnical and geological Services in accordance with County design standards, AASHTO, and FHWA. Consultant shall summarize the findings in a Geotechnical Report. County will provide relevant historic geotechnical reports and field investigation data from its prior work for inclusion with the Project Geotechnical Report. Consultant shall perform the following subtasks for the foundation investigation.

### **6.1 Site Reconnaissance, Exploration and Testing Work Plan**

Consultant shall perform site reconnaissance. The site reconnaissance must include the following. Consultant shall:

- Observe surface conditions indicative of subsurface conditions;
- Identify site constraints and staging concerns (for exploration and construction);
- Identify potential exploration locations;
- Attend meetings with County or other parties to discuss, review, and ascertain site conditions relevant to the geotechnical project work.

The site reconnaissance will facilitate understanding of the site constraints for field explorations, construction, and traffic staging. Proposed boring locations will be staked or painted on the ground. Consultant shall perform visual pavement assessment in accordance with ODOT's Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to identify and map areas of severely distressed existing pavement to determine the cause of the distresses and to determine potential mitigation strategies. Mapping will identify surface manifestation of weak, poor, or failing subgrade, and locations of pavement failure such as longitudinal cracking or raveling; in addition, subsurface drainage conditions shall be assessed based on surface evidence. The mapped locations shall be identified using a measuring wheel.

Consultant shall prepare an Exploration and Site Plan figure to show the proposed exploration locations and Traffic Control Plans (TCPs). The traffic control plan must be prepared by a flagging company licensed to work in the State of Oregon. The TCP must address a minor road encroachment as well as a single lane closure for activities associated with drilling exploratory borings from the roadway. Consultant shall submit the figure and TCPs to the County for approval. Consultant shall obtain ROW permit from the County.

### **6.2 Field Exploration and Laboratory Testing**

Consultant shall perform the geotechnical explorations and reconnaissance for pavement design and at traffic signal pole, stormwater facilities, embankments and retaining walls to evaluate subsurface conditions and develop geotechnical recommendations for the foundation designs as shown in the following table.

STRUCTURE	EST # OF BORINGS	ESTIMATED BORING DEPTH
Embankment & Retaining Walls	6	50 feet below ground surface with 10 feet of rock coring if encountered. Obtain pavement core if within pavement area.
Traffic signal poles & walls where applicable	2	40 feet below ground surface with 10 feet of rock coring if encountered. Obtain pavement core if within pavement area.
Pavement design	3	10 feet below ground surface with pavement cores.
Stormwater facilities (infiltration testing)	4	3 to 5 feet below ground surface for infiltration test.

Consultant shall perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions within the project limits and determining the foundation and pavement design recommendations for the items listed in the table above.

Four (4) infiltration tests will be performed at two locations outside of the existing roadway prism and as part of the geotechnical borings. The infiltration tests will be performed using the Encased Falling Head method, in general accordance with Clackamas County Service District No. 1 Stormwater Standards, Appendix E. The test depth is between 3 and 5 feet bgs.

**Falling Weight Deflectometer (FWD):** Consultant shall perform FWD testing at 200-foot spacing in the outside wheel path of each travel lane to measure existing pavement and subgrade stiffness. The 200-foot test interval spacing will be offset by 100 feet between adjacent lines therefore a test will be performed for each 100 feet of roadway.

TEST METHOD	EST # OF TESTS	TEST LOCATION(S)
FWD tests	30	On existing Stafford Road

Consultant shall perform exploration work in accordance with Federal, State, and Local regulations. Consultant shall perform the subsurface exploration work in conformance with the ETWP as described in Task 6.1.

Exploration tasks include following. Consultant shall:

- Obtain a drilling permit from Clackamas County;
- The permit fee will be waived;
- Locate utilities in the vicinity of the proposed borings by and through the One-Call system prior to the fieldwork;
- Drill all borings with a truck-mounted drill rig using mud-rotary drilling techniques;
- If rock is encountered above the target depth, switch to HQ-size core drilling;
- Notify the County immediately and place drill cuttings/fluids in separate drums, labeled with the boring #, depth, and date and transport drums to a location designated by the County, if contaminated soil/groundwater is encountered. The geotechnical investigation does not include any services related to environmental or hazardous materials;
- By and through the drilling subcontractor, drum and dispose of all cuttings offsite;
- The field explorations will be performed during weekdays between 8 am and 6 pm;
- Provide traffic control that will be consistent with requirements for shoulder and single lane closures;
- Temporary traffic control (rolling closures) for FWD will be required;

Consultant shall provide an engineer or geologist to supervise the field operations and log the borings. Subsurface explorations must be conducted in general accordance with American Association of State Highway Transportation Officials (AASHTO). Soil samples must be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler.

**Laboratory Testing:** Consultant shall conduct water contents, sieve analyses, and Atterberg limits tests on soil samples obtained from the borings to classify the soils and estimate their engineering properties. If soft soils are encountered, a consolidation and direct shear test may be performed by Consultant to assist with the engineering studies.

### **6.3 Geotechnical Analysis**

Consultant shall perform analyses of the field and laboratory test data to develop geotechnical recommendations for embankment and retaining wall, and signal pole foundation design and construction. The Consultant shall provide the analysis and design for the foundation in accordance with County's design standard, FHWA, AASHTO, design guidelines. Geotechnical analysis must include:

- Embankment stability;
- Internal and external stability of retaining wall structure;
- Lateral sliding, bearing resistance and settlement of retaining wall structure;
- Minimum embedment depth and footing diameter for signal pole foundation;
- Broms or LPile analysis as appropriate for drilled pier type foundation for signal pole; and
- Drainage considerations.

### **6.4 Geotechnical Report**

Consultant shall prepare a Geotechnical Report summarizing the subsurface conditions, design, and construction recommendations. The Geotechnical Report must summarize the field observations, subsurface conditions, laboratory test data, analysis results, construction issues and geotechnical recommendations for the project. Consultant shall prepare the Geotechnical Report in accordance with the Geotechnical Report and Documentation requirements contained in the most current version of the ODOT Geotechnical Design Manual.

Consultant shall provide special provisions relating to the foundation system. Special Provisions shall be per ODOT Standard Specifications format.

### **6.5 Asphalt Pavement Analysis and Report**

Consultant shall conduct field investigations in Task 6.2 to explore the subsurface conditions of the existing roadway and conditions of the existing pavement, perform pavement rehabilitation analyses of the existing pavement section, perform pavement design for roadway widening sections, and provide a report which summarizes and presents the results of the investigation, analyses, and pavement recommendations. The results of pavement design for widening areas should be checked with County standard pavement section. Pavement recommendations and report will be included in Geotechnical Report, Task 6.5. A separate pavement design report will not be prepared. The pavement rehabilitation evaluation and design services shall include:

#### Data Review

Consultant shall review available existing information to evaluate the geologic and subsurface conditions, construction, and maintenance history of Stafford Road. Consultant shall review available information from the following sources (as applicable and as provided by the County):

- Existing published and unpublished literature from County records;
- Previous pavement and geotechnical reports from federal, city, County, or other officials, Consultants, groups, or individuals pertinent to the project;
- As-built roadway plans (as available); and
- Maintenance records.



### Pavement Analysis and Design

Consultant shall develop pavement design criteria, design parameters, and pavement sections for an acceptable pavement design to be used in this application. Pavement rehabilitation design will be provided for existing roadway. Also, pavement design recommendations will be provided for the widening sections based upon the borings located on the existing roadway. The results of pavement design for widening areas will be checked with County standard pavement section. The pavement design recommendations will use FWD and borings performed as part Task 6.2. Develop preliminary flexible pavement section recommendations for roadway widening sections with a design life of 20 years. Pavement section design will be performed in accordance with the current ODOT Pavement Design Guide, AASHTO Guide for Design of Pavement Structures, and applicable County requirements.

#### *Assumptions:*

- Life cycle cost analysis is not included.
- Portland Cement Concrete (PCC) pavement will not be included as a potential pavement option.
- Consultant will use traffic counts obtained in Task 7.1 and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.

### **6.6 PCC Concrete Pavement Design for Roundabout (Contingency)**

Consultant shall develop pavement design criteria, design parameters, and pavement sections for an acceptable pavement design to be used in this application. Design for new PCC concrete will be for the roundabout alternative based upon the borings and FWD tests located on the existing roadway. The pavement design recommendations will use FWD and borings performed as part Task 6.2. Consultant shall develop PCC concrete pavement section recommendations for the roundabout with a design life of 20 years. Pavement section design will be performed in accordance with the current ODOT Pavement Design Guide, AASHTO Guide for Design of Pavement Structures, and applicable county requirements. Pavement recommendations for this task will be included in Geotechnical Report, Task 6.4. A separate pavement design report will not be prepared.

#### **Task 6.0 Deliverables:**

- *Exploration and Site Plan*
- *Draft and Final Geotechnical Report*

### **Task 7.0 Traffic Engineering and Alternatives Analysis**

#### **7.1 Data Collection**

- Obtain the five (5) most recent years of crash data at the intersections noted below and their approaches.
- Obtain the current future traffic demand model from the County or Metro. It is assumed that if the model is required from Metro, the County will cover the cost of the model request.
- Obtain from recent projects within the study area existing turn movement counts and roadway network traffic volumes.
- Conduct or obtain weekday morning (7-9 a.m.) and evening (4-6 p.m.) peak period traffic counts to include pedestrian counts, bicycle counts, and truck percent, at the following four (4) intersections along Stafford Road:
  - Rosemont Road/Atherton Drive
  - Zivney Lane
  - Childs Road
  - Johnson Road
- Conduct 24-hour bi-directional tube count on Stafford Road between Johnson Road and Childs Road. The tube count will be conducted for a seven (7) day period and will include hourly traffic volumes, vehicle classifications, and travel speeds.

#### **Assumptions:**

- Metro traffic demand model request cost will be covered by the County.

## **7.2 Traffic Operations Alternative Analysis**

Consultant will prepare a traffic analysis to support the County's final selection of intersection control for the two intersections noted below. Capacity analysis will be based on current Highway Capacity Manual 6<sup>th</sup> edition ("HCM") methodology. Services will include:

- Conduct weekday AM and PM peak hour traffic analysis for existing traffic conditions at the study intersections identified above.
- Conduct weekday AM and PM peak hour traffic analysis for future conditions (approximately 20 years) based on County's TSP.
- For the intersection of Stafford Road and Childs Road for future weekday AM and PM peak hour conditions, conduct:
  - a signal warrant analysis based on MUTCD methodology & current count data.
  - a level-of-service and queuing analysis to determine delays, recommended a lane configuration, signal phasing, and storage length needs.
  - a roundabout capacity analysis to determine the level-of-service, delays, recommended lane configurations.
- For the intersection of Stafford Road and Johnson Road, conduct a level-of-service and queuing analysis of future weekday AM and PM peak hour conditions to determine the recommended storage length for southbound left-turns from Stafford Road to Johnson Road.
- Summarize traffic operations analysis to be incorporated into the Intersection Control Evaluation Report (see Task 7.5).

## **7.3 Safety Performance Analysis**

Consultant will prepare a Safety Performance Analysis to support the selection of intersection control and layout for the Stafford/Childs and Stafford/Johnson intersections. Safety analysis will be based on the current Highway Safety Manual (HSM) Methodology. Consultant will evaluate historic crash data to identify trends or patterns in type or severity of the crashes, identify the trends related to the primary contributing factors and inform the design considerations. Analysis will include:

- Predicted crash frequency and severity of each intersection alternative at Stafford/Childs intersection as well as the layout options developed for the Stafford/Johnson intersection.
- Safety analysis of each intersection alternative compared to each other.
- Summarize safety performance analysis to be incorporated into the Intersection Control Evaluation Report (see Task 7.5).

## **7.4 Alternatives Preliminary Design and Estimate**

Consultant will review each of the intersection alternatives analyzed under Tasks 7.2 and 7.3 and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include, but are not limited to, right-of-way needs, intersection capacity, access, safety, pedestrian crossing considerations, bicycle considerations, utility impacts, permitting and environmental impacts. Consultant will utilize the design criteria (Task 8.1), preliminary plans (Task 8.2), and conceptual construction cost estimates (Task 8.5) to support this analysis.

Consultant will conduct performance checks consistent with National Cooperative Highway Research Program (NCHRP) *Report 672: Roundabouts: An Informational Guide, Second Edition* methods. This includes considering design vehicles (assumed to be a WB-50 with accommodation for a WB-67, School bus, and fire truck), fastest path evaluations, and intersection and stopping sight distance. In this task, Consultant will modify the roundabout concept as needed to best achieve and optimize roundabout performance. This work will be summarized in the Intersection Control Evaluation Report (Task 7.5).

Consultant will analyze the lifecycle cost/benefit ratio as part of the intersection control evaluation. The lifecycle cost/benefit ratio will be analyzed based on the NCHRP Project 03-110 (Estimating the Life-cycle Cost for Intersection Designs) for each alternative including comparison of predicted safety using the Highway Safety Manual crash prediction models (per Task 7.3).

## **7.5 Traffic Analysis / Intersection Control Evaluation Report**

This task will combine and summarize the work completed for Tasks 7.1 through 7.4 for the Stafford/Childs and Stafford/Johnson intersections into a Draft Traffic Analysis/ Intersection Control Evaluation Report. Consultant will incorporate agency comments and submit a Final Traffic Analysis/ Intersection Control Evaluation Report.

### ***Task Deliverables:***

- Draft Traffic Analysis / Intersection Control Evaluation Report in PDF format.
- Final Traffic Analysis / Intersection Control Evaluation Report incorporating comments from the County in PDF format.

## **Task 8.0 Preliminary Design (30%)**

Consultant will apply the performance-based design approach as outlined in NCHRP Report 785 (Performance-Based Analysis of Geometric Design of Highway and Streets) for the Project. This includes the Stafford/Childs and Stafford/Johnson intersections evaluated in Task 7 and the corridor design addressed in Task 8. The stepped approach is generally described as follows:

1. Identify intended outcomes: Tasks 7.2 and 7.3 will identify the operational and safety needs of the Stafford Rd/Childs Rd and Stafford/Johnson intersections. Additional outcomes for the corridor will be established in Task 8.
2. Establish geometric design decisions: Tasks 7.4 for the intersections and 8.1 and 8.2 for all locations will establish the Project's design decisions.
3. Evaluate performance outcomes: Tasks 7.4 and 7.5 will capture the performance of the Stafford Rd/Childs Rd and Stafford/Johnson intersections and the overall Task 8 will evaluate the performance of the corridor.
4. Refine decisions based on performance: Steps 2 and 3 will be repeated and the performance will be compared with the intended outcomes identified in Step 1.
5. Assess financial feasibility: The Project costs will be refined in Task 8.4 as the design is being refined.
6. Select project(s) or alternatives: The preferred alternative for the Stafford Rd/Childs Rd and Stafford/Johnson intersections will be documented in Task 7.5 and the corridor in Task 8.5.

### **8.1 Design Criteria**

Consultant shall prepare draft and final design criteria. Design criteria shall be consistent with AASHTO's A Policy on Geometric Design of Highways and Streets; Clackamas County Transportation System Plan (TSP), and Clackamas County Roadway Standards. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway design elements of the Project. This includes the following:

- Determine design speed
- Determine sight distance considerations
- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of travel lanes
  - Shoulders
  - Bikeways
  - Guardrail criteria and length of need
  - Retaining wall types and design parameters
  - Culvert types and design parameters
  - Stream preservation/restoration criteria
- Comparison criteria of signal versus roundabout at intersection of Stafford Rd and Childs Rd (incorporated into Tasks 7.4 and 7.5)

### **8.2 *Horizontal and Vertical Alignments (30% submittal)***

This task shall develop alternatives to be evaluated based on the design criteria to meet the overall project needs, as well as to reach agreement on the preferred alternative.

Consultant shall:

- Analyze the existing centerline geometry along Stafford Rd for conformance with the design criteria developed in Task 8.1. For deficient elements with more than one improvement option, assess and provide up to two options for each deficient design element for up to five deficient elements. Assess options in conjunction with widening options. Consolidate chosen options into one horizontal and vertical alignment for the Stafford Rd corridor.
- Provide signal and roundabout alternatives for intersection of Stafford Rd and Childs Rd.
- Provide two horizontal and vertical alignment alternatives for intersection of Stafford Rd and Johnson Rd.
- Collaborate with County staff to assist County in determining the overall preferred alternative.

### **8.3 *Stormwater Conveyance Concept Alignment and Grade (30% submittal)***

The Consultant shall develop conceptual drainage layout and profile grades for the preferred alternative. This shall validate the stormwater disposal locations and depth of the storm system. This shall also provide locations of potential utility conflicts and potholing needs. Consultant shall:

- Determine the locations of stormwater flow entering and leaving the Project right-of-way.
- Review existing conditions downstream of locations where flow is leaving the Project right-of-way for deficiencies and document observations.
- Delineate on-site drainage basins, calculate peak flow rates for design, model the proposed pipe network, and calculate hydraulic grade line to check that proper freeboard design requirements are being met.
- Check inlet capacity and inlet spacing, calculate gutter flow to check spread, and provide design recommendations for inlet locations.
- Provide design recommendations for pipe network, associated pipe sizes, pipe material recommendations, and manhole access design recommendations (i.e.-spacing, location within a travel lane, etc.).
- Provide manhole diameter design recommendations based upon analysis of pipe connections at each manhole.
- Compare pipe network against known utilities in the Project area and provide design recommendations to minimize utility conflicts or to adjust existing utilities.
- Provide Stormwater Outfall design and energy dissipator design recommendations in compliance with applicable Project permits.
- Model ditches to calculate water surface elevation, depth, and velocity and provide channel lining design recommendations per HEC-15, Design of Roadside Channels with Flexible Linings.
- Identify treatment Best Management Practice (“BMP”) types applicable for the site.
- Identify potential locations to site facilities within and outside the existing right-of-way.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.)

### **8.4 *Retaining Wall Alternatives Analysis***

Consultant shall evaluate retaining wall alternatives for the following sites

- Childs Road – north side of realigned road west of intersection with Stafford Road
- Stafford Road – east side between Childs and Johnson
- Johnson Road – northeast side of realigned road at intersection with Stafford Road

Consultant will develop up to 2 wall alternatives. Wall types to be considered include cantilever concrete, gravity block, soldier pile and lagging, and tie back retaining wall. The evaluation of each wall section

will include an analysis of the wall to determine its dimensions, including footing size, wall thickness, or pile size and embedment length. The wall sections will also be analyzed for sliding, overturning, and soil bearing pressure.

Consultant shall document type, size, and location of each design alternative within the Design Memorandum including typical wall section, potential aesthetic treatments, and a construction cost. The recommended alternative will be identified at the conclusion of the report and shown conceptually in the 30% Strip Map.

Retaining walls will be designed in accordance with AASHTO Bridge Design Specifications.

#### ***8.5 Construction Estimate***

Consultant shall develop approximate costs early in the 30% design process for use in decision making. Consultant shall provide quantities and 30% construction cost estimate for the preferred alternative.

#### ***8.6 Design Memorandum***

Consultant shall provide a 30% design memorandum summarizing the preferred alternative. The memorandum will reference the other applicable reports, memorandums, and documents supporting the preliminary design.

#### ***8.7 Design Exceptions***

Consultant shall develop draft and final design exception memorandums for deviations in the design not meeting the design criteria. Consultant shall use County's template design exception form. It is assumed that up to five (5) design exceptions will be required for documentation with decisions made during the preliminary design process prior to submittal.

#### ***Task 8.0 Deliverables:***

- *Draft design criteria electronically (one electronic copy in PDF form)*
- *Final design criteria electronically (one electronic copy in PDF form)*
- *30% Strip Map of Preferred Alternative (one electronic copy in PDF form)*
- *Cost Estimate (one electronic copy in PDF form and one copy in Excel form)*
- *Design Memorandum (one electronic copy in PDF form)*
- *Draft (at 30%) and Final (at 60%) Design Exceptions*

#### **Task 9.0 Public Involvement/Outreach**

The Consultant will assist the County's community relations specialist with preparation of documents to be distributed or made available to the general public.

Tasks related to public involvement include:

- Coordinating with the County's community relations specialist, County PM and County staff.
- Preparing up to three (3) flyers to be mailed to area businesses and residents. The County will develop the mailing list and mail the flyers.
- Providing up to three (3) information boards, utilizing content from the flyer, to be used during open house and Community Planning Organization (CPO) meetings.
- Develop a fly-thru animation showing the corridor improvements. The animation will require the following tasks:
  - 3D Development –Utilize CAD design files and any other resources to develop a project 3D model and the surrounding areas. The 3D model will contain the following objects
    - Buildings – All buildings will be generic shapes without textures. The buildings will be used as background context.
    - Vegetation – Trees, plants, and grasses will be added to the scene and closely match the current conditions and/or landscape plans for the corridor
    - Street Collateral –Add key features such as signs, streetlights, etc. to the scene.
    - Pedestrians and Bicyclists

- Automobiles
  - Texture and Environmental Conditions–Add realistic textures and lighting to objects in the project corridor. Additionally, utilize high-resolution aerial imagery as the base ground for the project and extended areas
  - Animation –Create a storyboard that helps define the desired message from the animation. Work with the team to define a corridor fly-thru path, camera views and the different types of interactions between vehicles, pedestrians, and cyclists that need to be captured along the corridor. The animation length should be between 2 and 3 minutes long, and the video output will be in HD format (1920 x 1080).
  - Video Production –Post-process the animation to include the following
    - Title screen containing project branding, project title, and/or logos
    - Scene transitions
    - Exit screen
    - Video file format will be saved in an industry standard video file format
    -
- Developing an online open house including:
  - Develop a webpage designed to lead the viewer through the project with the ability to jump ahead or navigate back to the start. The webpage shall be designed to allow the user to scroll from top to bottom versus using button links to other pages as this helps lead the viewer through the project versus wandering from page to page. The virtual open house page will contain the following features:
    - Title Screen – The webpage will contain a title screen containing project branding, title, and any contact information.
    - Background – This page will contain text and/or graphics to provide project background.
    - Project Design – Page containing design graphics and visual simulations.
    - Public Feedback – Viewers will be able to view the different improvement features and provide feedback by clicking on the map and entering comments and other details in a form.
    - Feedback Trends –Create a live infographic page providing summary details from public comments. This page will show the different trends based on the comments made in the map.
    - Contacts – This page will contain contact information if viewers had additional questions.
  - The Online Virtual Open House service will be created on and maintained using Kittelson’s web services.
- Providing project graphics and information for inclusion on the County’s website.

***Task 9.0 Deliverables:***

- *Up to 3 Flyers*
- *Public meeting information boards*
- *Project graphics and information for County project website*
- *Project Corridor Fly-thru animation in HD format (1920 x 1080)*
- *Hosted website for an Online Virtual Open House*

**Task 10.0 Final Design (60%, 90% and Final Bid Ready) - Plans, Specifications, and Estimate (PS&E)**

The Consultant will advance the recommended alternative from the Preliminary Design (30% design) stage to the 100% complete stage.

Consultant shall:

- Conduct work sessions (per Task 1) with County staff.
- Complete engineering drawings for submittal to the County at 60%, 90%, and Final milestones and perform quality assurance and in-house independent design checks and plan review of all drawings and

related quantities including constructability reviews. Plans will be drafted with the latest version of AutoCAD software and the final CAD drawings provided through an FTP site or on a CD.

- Provide relevant plan drawings per the anticipated sheet list below for submittal to County for review. Drawings shall include sufficient information for review and bidding including ROW lines, alignments, elevations, etc. with the assumption that more detailed staking and layout information necessary for construction will be provided electronically to the Contractor after notice of intent to award. Standard details and drawings will be attached at the end of the plan set without the need for a title block. Additional specific plan sheet requirements include:
  - Index of Drawings: Provide a list of the standard details and drawings utilized with a link to the location where they can be found.
  - Roadway Plan and Profile: Consultant shall prepare roadway construction plans in accordance with County design standards, AASHTO, and APWA Oregon Standard Specifications for Construction with ROW information shown as applicable.
  - Roadway Cross Sections: Assumes cross sections prepared at intervals and/or at locations of interest for the proposed improvements. Sections will be prepared to display the existing ground, finish grade, subgrade, retaining walls, and right-of-way.
  - Driveway Details: Assumes 1 driveway plan and profile per sheet.
  - ADA Ramp/Intersection Details: Assumes 1 Stafford/Childs intersection corner per sheet.
  - Drainage, Utilities & Grading Plans: Consultant shall prepare grading and drainage plans in accordance with County design standards. Drainage profiles will accompany the same sheet as the juxtaposed plan. Franchise utility (water, sewer, gas, communication, power) relocation designs are excluded from the utility plans, however Consultant will design and include new County fiber optic facilities on these sheets.
  - Culvert: Consultant shall prepare culvert plans, profiles and details in accordance with County design standards.
  - Erosion Control: Consultant shall prepare erosion control plans in accordance with the 1200-CA permit.
  - Retaining Wall: Childs and Johnson plans will include 1 plan & profile sheet each. Stafford Road will include 2 sheets due to length. Each wall will include one typical section sheet and three detail sheets
  - Traffic Control: Consultant shall prepare traffic control plans in accordance with County design standards, the MUTCD, and APWA Oregon Standard Specifications for Construction. Plans are anticipated to include staging plans, lane shifts, lane and shoulder widths, temporary barriers, delineation, and signing.
  - Landscaping: Sheets will be prepared by a registered landscape architect.
  - Signing/Striping: Consultant shall prepare signing and striping plans per County and MUTCD standards. A sign inventory will be completed to evaluate existing sign conditions and verify compliance with current MUTCD standards.
  - Traffic Plans: If the traffic signal alternative is selected, Consultant shall prepare traffic signal plans for the intersection of Stafford Road and Childs Road. Plans will include a layout of the traffic signal poles, signal heads, traffic signal controller cabinet, and vehicle detection. The design shall meet County and MUTCD standards.
- Consultant shall complete a detailed photometric analysis for the intersection of Stafford Road and Childs Road (no other locations are planned to have lighting) using AGI32 software. Light pole and luminaire types will be from the PGE approved equipment list. The lighting analysis results will be shown on the plan sheets. Based on the light pole layout from the analysis, individual street lighting plans will be developed for the roundabout alternative and shown on the traffic signal plans for the signal alternative.
- Calculate quantities and develop an engineer's construction cost estimate for submittal at each plan development milestone (60%, 90%, Final).
- Develop an anticipated construction schedule (90%, Final)
- Prepare relevant sections of specifications based on the current Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special

provisions and County boilerplate special provisions to the specifications in Part 00100 – General Requirements.

- Revise and submit final Special Provisions based on comments received during County reviews.
- Make corrections as required by County and submit final plans to County (both documents and electronic copies).

The anticipated sheet count is as follows:

<b>Name of Sheet</b>	<b>Estimated # of Sheets</b>	<b>60% PS&amp;E</b>	<b>90% PS&amp;E</b>	<b>Final PS&amp;E</b>
Title Sheet	1	X	X	X
Index of Drawings	1	X	X	X
Legend & Abbreviations	1	X	X	X
Horizontal Control	1	X	X	X
Typical Sections	3	X	X	X
Civil Details	5		X	X
Roadway Plan and Profile Key Map	1	X	X	X
Roadway Plan and Profile (1"=30' full-size)	24	X	X	X
Roadway Cross Sections	4	X	X	X
Driveway Details	6	X	X	X
ADA Ramp/Intersection Details	4		X	X
Drainage, Utilities, and Grading Plan and Profiles (1"=30' full-size)	24	X	X	X
Drainage and Grading Details	3		X	X
Culvert #1 Temporary Water Management Plan	1	X	X	X
Culvert #1 Plan and Profile	1	X	X	X
Culvert #1 Channel Grading Details	1	X	X	X
Culvert #1 Wing Wall Details	1	X	X	X
Culvert #2 Temporary Water Management Plan	1	X	X	X
Culvert #2 Plan and Profile	1	X	X	X
Culvert #2 Channel Grading Details	1	X	X	X
Culvert General Details	2	X	X	X
Erosion Control Cover & Notes	1		X	X
Erosion Control Plans (1"=50' full-size, stacked)	6		X	X
Erosion Control Details	1		X	X
Retaining Wall Plan and Profile (1"=30' full-size)	4	X	X	X
Retaining Wall Sections	3	X	X	X
Retaining Wall Details	9		X	X
Temporary Traffic Control Plans (1"=50' full-size, stacked)	12	X	X	X
Temporary Traffic Control Details	4		X	X
Landscaping Plans (1"=50' full-size, stacked)	6		X	X
Landscaping Details	2		X	X



Signing and Striping Plans (1"=50' full-size, stacked)	6	X	X	X
Signing and Striping Details	3	X	X	X
Sign and Post Data Table	2		X	X
Traffic Signal Legend	1	X	X	X
Traffic Signal Plans	2	X	X	X
Traffic Signal Details	3		X	X
Total Estimated Sheet Count	152	106	152	152

Consultant will provide services for each deliverable per the following subtasks:

**10.1 60% Design**

Provide 60% complete plans and estimate as described above.

**10.2 90% Design**

Provide 90% complete plans, specifications, estimate, and construction schedule as described above.

**10.3 Final Design**

Provide Final plans, specifications, estimate, and construction schedule as described above.

**10.4 Roundabout Design (Contingency)**

If the roundabout alternative is selected for Childs and Stafford, Consultant shall eliminate the signal design elements and instead develop designs to support the roundabout. The change in sheets associated with this option include:

Name of Sheet	Estimated # of Sheets	60% PS&E	90% PS&E	Final PS&E
Curb Line Plan and Profiles (1"=30' full-size)	5	X	X	X
Sidewalk and Grading Plan (1"=30' full-size)	4	X	X	X
Concrete Jointing Plan (1"=10' full-size)	5	X	X	X
Roundabout Details	3	X	X	X
Additional Traffic Control Plans	4	X	X	X
Additional Signing and Striping Sheets	2	X	X	X
Illumination Legend & Details	2	X	X	X
Illumination Plans (1"=30' full-size)	2	X	X	X
Eliminate Traffic Signal Legend	-1	X	X	X
Eliminate Traffic Signal Plans	-2	X	X	X
Eliminate Traffic Signal Details	-3	X	X	X
Net Additional Sheets	21			

**Task 10.0 Deliverables (all electronic):**

- 60%, 90%, and Final Engineering Drawings (11"X17")
- 90% and Final Construction Schedule
- 90% and Final Specifications and Bid Schedule
- Documentation of 60% and 90% review comments

- 60%, 90%, and Final Engineer's Estimate
- Updated Comment/Response Log at each milestone
- Roundabout Design (*contingency*) design documentation figures (11"x17") detailing associated truck turning templates, intersection sight distance and fastest path analysis according to NCHRP 672, 2<sup>nd</sup> Ed. at 60%, 90%, and Final.

## **Task 11.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions**

### **11.1 Right-of-Way and Real Property Acquisition Services**

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
- Uniform Act
- County ROW acquisition policies and procedures (which are guided by the ODOT ROW Manual)

The recommended approach to ROW coordination with the County is to:

- Designate a ROW PM to communicate directly with the County ROW PM or Designee
- The Consultant ROW PM should disseminate information and provide direction to the rest of the ROW team
- Hold an initial ROW coordination meeting with County and Consultant ROW staff to discuss County policy and procedure and ROW acquisition strategy.

Consultant shall use County versions of all forms, spreadsheets, brochures and pamphlets referenced in the "*ODOT Right of Way Manual*" and needed to complete work associated with Task 11.0. These forms, spreadsheets, brochures and pamphlets shall not be altered without written permission from the County. They may be obtained through the County Right-of-Way Manager or Designee.

Consultant shall track status for all ROW files to be acquired for the project in the Excel spreadsheet format provided by County. Consultant should coordinate the details of this process with the County Right-of-Way Manager or Designee at the ROW Coordination meeting.

Consultant shall provide ROW acquisition services, following County policies and procedures. It is assumed a total of 22 acquisitions are required for the project for which title reports for all permanent easements will be needed in addition to maps and descriptions, General Information Notice (GIN) letters, limited appraisals and reviews, and acquisition and closing assistance will be needed.

The County intends to acquire the temporary and permanent easements that are estimated to be valued less than \$10,000 using an ADJC process. It is assumed 10 of the 22 acquisitions will follow the ADJC process led by the County and 12 will require consultant appraisal. ADJC values will be determined and prepared by County staff through analysis and review of the sales used in the appraisal of a similar zoned property. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. It is assumed that appraisals will be taking and damage appraisal formats.

The County intends to utilize its "alternative acquisition for driveway transition" process for any Temporary Easements needed for simple driveway transitions. The County's process is similar to the process outlined in Section 6.325 of the ODOT Right of Way Manual.

It is assumed that all acquisitions shall be acquired in the County's name as easement and that there will be no "displaced persons" as defined in the uniform Act, Subpart A.

### **11.2 Right-of-Way Research**

Consultant shall complete ROW research as needed to locate and identify existing easements and property ownership. Preliminary Title Reports will be necessary for each property from which a Permanent Easement will be required.

Consultant shall prepare a preliminary ROW estimate for use in estimating ROW costs at 30% design. The estimate shall include all Project ROW costs, including separate Consultant, and Agency costs. The estimate shall include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The estimate shall be submitted to the County Right of Way Manager or Designee for review.

Consultant shall revise and re-submit estimate, incorporating comments received from the County.

### **11.3 Right-of-Way Strip Map**

Consultant shall develop ROW map showing existing and proposed Right-of-Way lines and permanent and temporary easement lines. ROW maps are to be provided to the ROW staff upon delivery of 60% construction plans. ROW maps are to be updated as construction plans are updated and produced. ROW maps are to be delivered with construction plans. File numbering for the acquisitions will be reviewed and approved by County Right-of-Way Manager or Designee.

- Scale for the ROW maps, shall be in English units, the scale is to be an appropriate Engineering scale such as 1"=20', 1"=40', 1"=60', 1"=100'.
- For each parcel, show map and tax lot number, site address, vested owner name and deed number, and file number.
  - Major improvements within the easement areas and within 20 feet of the outer most area of acquisition shall be shown. If no acquisition is being acquired for a particular parcel, then show major improvements 20 feet from the existing ROW line. (Examples of major improvements to be shown on the ROW map are: houses, outbuildings, driveways, fences and other miscellaneous features needed for determining Just Compensation.)

### **11.4 Right-of-Way Descriptions, Exhibit Maps, and Impact Maps**

Consultant shall:

- Prepare and assemble all title documents, including vesting deeds and preliminary title reports for each impacted property.
- Consultant shall develop and provide a centerline description from one end of the project limits to the other on Stafford Road as well as for Childs Road and Johnson Road in the realignment areas to be used by County with their Resolution of Necessity for the project. County will provide an example if needed. County will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by County.
- Prepare ROW Maps and Descriptions (Exhibits A and B) according to the guidelines and example provided by the County. County will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by County. Maps and descriptions will be made on 8 1/2" x 11" paper. Written legal description should be referenced as "Exhibit A" and the map as "Exhibit B". Each description will include the following:
  - Exhibits shall be dated and stamped by a professional land surveyor licensed in the State of Oregon.
  - Descriptions for the properties shall reference the last recorded deed by type of deed, owner's name, book and page, and date recorded. This information is to be taken from the last vesting deed.
  - Descriptions shall reference easements as "Permanent" i.e. (Permanent Right of Way for Road Purposes Easement, Permanent Slope Easement, Permanent Public Utilities Easement, Etc.) or as "Temporary" i.e. (Temporary Construction Easement, Temporary Mitigation Easement, Etc.).
  - Descriptions shall reference ROW easements as Parcel 1 and other easements as subsequently numbered parcels. Multiple easements per Parcel are acceptable (e.g. Parcel 2- Permanent Slope and Public Utilities Easement, Parcel 3 - Temporary Construction Easement).
  - Descriptions shall reference centerline stations on the map. Show the distance from the centerline to existing ROW line and from centerline to proposed ROW and/or easement line(s) on the parcel map.

- On each parcel map provide a legend showing with a hatch, the areas being acquired. Give the areas for each parcel in square feet. Note: Legend should be consistent from file to file. For example, a hatch used for a permanent slope easement would be the same for all files on the project.
- On each parcel map, provide tax lot numbers, last vesting deed number, owners' name, and address if other than situs.
- Show north arrow, appropriate scale, project name, County project number and date exhibit was prepared.
- Feet are to be shown on all distances in "Exhibit B" (excluding centerline).
- Prepare Right of way Impact Maps according to the guidelines and example provided by the County. An 8.5" x 11" color Impact Map shall be prepared for each file showing the proposed right of way acquisitions overlaid upon an aerial photo. These are to be used in conjunction with the appraisal/ADJC preparation along with the Exhibits A and B.

### **11.5 Right-of-Way Staking**

Consultant shall:

Stake proposed and existing ROW and easements for appraisals and acquisition process.

### **11.6 Preliminary Activities**

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the right of way to be acquired) to all owners and occupants of affected properties. Consultant shall mail GINs via regular mail. Consultant shall use County GIN form. Consultant shall email a copy of each GIN as a separate file to the County ROW Program Manager or Designee. County shall provide GIN form and brochures. Consultant shall prepare and maintain a chronological Diary of Personal Contact for each file. The Diary of Personal Contact must include dates associated with the mailing of the GIN in addition to the date, place of contact, parties contacted, what was delivered and explained, and a summary of what was discussed, for all contact with affected property owners and/or their representatives.

Consultant shall inform County immediately if property owner is represented by legal counsel. Reference to legal counsel and their contact information will be documented in the ROW Status Report spreadsheet and the Diary of Personal Contact.

### **11.7 Appraisal and Appraisal Review**

Consultant shall use appraisers who are licensed in the State of Oregon, experienced and competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Appraisals for this purpose shall be made in accordance with ORS Chapter 35 and USPAP. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. Appraisal and Appraisal Review shall be made by different appraisers. It is assumed that appraisals will be taking and damage appraisal formats. It is assumed that appraisal reviews will include a field review of subject and sales used in the valuation process. Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property. Tenant owned improvements included in the acquisition must be identified and segregated in the appraisal.

An initial analysis will be made to determine which files will need appraisals. The analysis will be based on the Exhibits A and B produced in Task 11.4. Consultant will bring the results of the analysis to County ROW Program Manager and CPM for discussion and decision. An appraisal will be needed for all files wherein the acquisitions are estimated to be valued above \$10,000.

Consultant shall provide 1 hard copy and 1 digital copy of each appraisal and appraisal review to the County for review. The County shall recommend Just Compensation based on the appraisal. Just Compensation shall be no less than the reviewed appraisal amount. Consultant shall also ensure the appraiser produces two additional hard copies of the appraisal for the Consultant's acquisition process.

Assumption: Eighteen (18 files) will require appraisal and appraisal review. Six (6) files will use the ADJC process.

### **11.8 ROW Acquisition**

All ROW shall be acquired in the name of the County as easement. Consultant shall conduct negotiations, on behalf of the County, in good faith and in compliance with all state laws and regulations and County policies and procedures. Consultant shall conduct negotiations for acquisition of real property based on Just Compensation issued by County. Consultant shall use Acquisition Agents who are licensed in the State of Oregon to conduct real estate transactions, experienced and competent in negotiating and acquiring real property rights under the rules and regulations related to the power of eminent domain.

Consultant shall consult with County to determine the extent to which Consultant will be responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall discuss the condition of the title with the property owner at the offer presentation or as soon as possible after the offer is mailed. The discussion will address the County's intention to clear the lender's interest in the acquisition, if any. Consultant shall present any requests for taking title subject to one or more outstanding interests to County for approval. Fee owners' and contract purchasers' ownership interests must be addressed. Lender's interests must be addressed. When impacted by the taking, lessees' interests must also be addressed.

Consultants shall prepare and present to County a draft Offer Packet for review before any offers are made. All offers will be made by consultant as County's Buyer's Agent. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, County's Obligations Agreement if appropriate, copy of appraisal or ADJC, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged). Offers will be made to all owners and all negotiations shall be conducted with all owners unless all owners have designated a representative in writing or are represented by legal counsel. Consultant shall notify County as soon as possible when legal counsel enters the acquisition process.

To every reasonable extent possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail with return receipt request. Dates of delivery and an accounting of the events leading to the decision to mail the offer must be documented in the Diary of Personal Contact and the file. It is recommended that delivery be periodically tracked to ensure there are no problems. When offers are mailed, Consultant shall make every reasonable effort to contact the owners ahead of delivery to make introductions and alert them of the mailing. No less than weekly communication with owners until agreement is reached is expected.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days). Counter offers from the owner should be accompanied by information the owner believes is relevant to determining the value of the property and reviewed with the County Right of Way PM promptly. Consultant shall attempt to negotiate an approved administrative settlement, but shall not take any coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to County for final approval, acceptance, payment, conveyance of title and recording. The Final Report Packet shall include County's Final Report and Transmittal of Documents form and all other documentation associated with the ROW activities conducted for this file. Consultant shall include satisfactory documentation of signer's authority to sign if Grantor is a Trust, Corporation, Partnership, or Non-Profit. Consultant shall mail or deliver the Final Report Package and email a digital scan of the Final Report Package to the County Right-of-Way Program Manager or Designee in a reasonable amount of time after all signed offer documents have been received by Consultant.

- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a written justification and owner supplied supporting documentation to County for approval. If accepted see above.
- IF an acceptable agreement is not reached within the timeframe set by County, Consultant shall prepare and submit a Recommendation for Condemnation (RC) Packet. The RC Packet shall include County's RC form and all other documentation associated with the ROW activities conducted for this file. Consultant shall mail or deliver the packet and email a digital scan of the packet to the County Right of Way Program Manager or Designee in a reasonable amount of time after the decision to RC the file is made. Consultant shall also provide to County the Microsoft Word (editable) versions of any and all documents upon request (e.g. Diary, Obligations Agreement, Conveyance Documents, Offer Letter, Acquisition and Relocation Summaries).

Consultant shall continue documenting the Diary of Personal Contact for each file until the file is transmitted to the County. The Diary of Personal Contact must include a dated record in chronological order of all contact with property owners and or their representatives and all occupants and or their representatives, including but not limited to the means by which the communication took place (email, fax, telephone, in person, etc.), the location of the contact, efforts to achieve amicable settlements, owners' suggestions for changes in plans, responses to owners' counterproposals, etc.

No communications with property owners or occupants and or their representatives are to be made via text. The County is to be notified as soon as possible upon engagement with a property owner's legal representation.

***Task 11.0 Deliverables:***

- *Preliminary Title Reports and supporting documents*
- *Preliminary Right-of-Way Estimate*
- *Right-of-Way Strip Map (one strip map per plan submittal)*
- *Right-of-Way Descriptions and Maps (22 files)*
- *Right of Way Impact Maps (22 files)*
- *Right-of-way Staking (22 files)*
- *General Information Notice Letters (22 files)*
- *Appraisals and Appraisal Reviews (12 files)*
- *Acquisition/Negotiation/RC files (22 files)*

**Task 12.0 Bid and Award Assistance**

This task includes the preparation of up to two addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from County and Construction Contractors about the plans and specifications during the bidding process.

Consultant's Project Manager, or Consultant's designee(s) approved by County, shall assist County with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 days to the CPM.

Consultant shall, during the bidding process, assist the County with the communications with Construction Contractors and suppliers in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the County. Consultant shall maintain the written log in the project file and provide upon request of the CPM.

***Task 12.0 - Consultant Deliverables***

- *Written log of conversations, questions and answers, provided to the CPM upon request.*
- *Up to two addenda*

## **REIMBURSABLE EXPENSES**

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (survey filing fees; project specific supplies, etc.)

## **ASSUMPTIONS**

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees shall be paid by Clackamas County, or as a reimbursable expense at cost.

## **COUNTY'S RESPONSIBILITIES**

The County will:

1. Provide a project manager who is responsible for overall project development and management and for coordination between the Consultant and the County including coordination of review and comment by County staff on design deliverables.
2. Maintain records and process Consultant invoices.
3. Coordinate the relationship with adjacent property owners and with the general public.
4. Maintain and manage the public involvement mailing list and project press releases.
5. Provide County standard drawings and details when possible.
6. Provide as-built CAD files of recent construction projects.
7. Provide standard pavement sections for use in pavement design.
8. Assist in utilities coordination through attendance at coordination meetings and providing County templates for 60- and 30-day final notices.
9. Provide Consultant with digital copies of the County 00100 Special Provisions. County to prepare the front-end contract forms, prepare the bid-booklet, and provide legal review of the contracts and bid forms.
10. Advertise and manage the bidding process for construction

**EXHIBIT B  
FEE SCHEDULE**



Draft

## Approval of Previous Business Meeting Minutes:

October 8, 2020

October 15, 2020

October 22, 2020

October 29, 2020

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, October 8, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\* Wildfire Update**

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

1. Nancy Bush gave an update regarding Wildfires in Clackamas County.
2. Approval of a Board Order No. [Board Order 2020-71](#)  
Declaring a State of Emergency and Declaring Emergency Measures for Abatement of Hazardous Waste and Debris Removal (Jeffery Munns, County Counsel)

*~Board Discussion~*

Commissioner Humberston: MOTION to approve Board order Declaring a State of Emergency Measures for Abatement of Hazardous Waste and Debris Removal

Commissioner Savas: Second the motion

Chair Bernard asked the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye –the motion carries 5-0.

[Board Order 2020-71](#)

### **\*\*\* COVID-19 Update**

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

Dr. Sarah Present gave an update regarding COVID-19 in Clackamas County.

*~Board Discussion~*

**Gary Schmidt:**

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
<p>Emergency Operations Center Disaster Management Signed by Gary Schmidt – 10-1-2020 Request for Ratification by the BCC At the 10-8-2020 Business meeting.</p>	<p>Under the COVID-19 emergency declaration, I authorized the attached agreement on your behalf. It is for Disaster Management: extension of the rental of the Alton L. Collins Retreat Center, where the County is current housing COVID positive and medically fragile individuals. The agreement includes an addition of \$51,000 to the existing contract, with a new total contract value of \$171,595 that the County is paying for use of the Center. The agreement end date is also extended from October 4, 2020 until December 30, 2020. This will be funded with Disaster Management Funds and will be reimbursed with CARES Act Funding.</p>
<p>The Social Services Division of the Health, Housing and Human Services Department Signed by Gary Schmidt on 10-8-2020 Request for Ratification by the BCC At the 10-8-2020 Business meeting.</p>	<p>Under the COVID-19 emergency declaration, I signed a contract on your behalf. It is for Health, Housing and Human Services for Amendment #5 to an Intergovernmental Agreement between the County and the State of Oregon, Housing and Community Services Department, to replace previously awarded COVID-19 State Rent Relief funds with COVID-19 Rent Assistance Relief CARES Act Funds and Requirements. Funds will provide direct rental assistance to eligible low-income individuals and households impacted by COVID-19. Previously awarded \$457,097 state funds to Clackamas County will be subject to CARES Act requirements. No general fund is involved.</p>

Commissioner Humberston: I move we approve to ratify this item.  
 Commissioner Savas: Second.  
 the Clerk called the poll  
 Commissioner Fischer: Aye.  
 Commissioner Savas: Aye.  
 Commissioner Humberston: Aye.  
 Commissioner Schrader: Aye.  
 Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**I. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**

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

1. Adoption of Previously Approved Comprehensive Plan Map Amendment and Zone Change Application (Nate Boderman, County Counsel) – *Previously approved at the September 16, 2020 land use hearing*

~Board Discussion~

Commissioner Humberston: "I move we Adopt Previously Approved Comprehensive Plan Map Amendment and Zone Change Application, as previously approved at the September 16, 2020 land use hearing."

Commissioner Fischer: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

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

## II. **CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Fischer: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

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

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

1. Approval of Amendment #4 to an Agency Service Agreement with Clackamas Women's Services for System Diversion, Homelessness Prevention and Rapid Re-Housing Services - *Social Services*
2. Approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services for Emergency Transitional Housing Services – *Social Services*
3. Approval of Amendment #2 to an Agency Services Contract with Northwest Family Services for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services - *Social Services*
4. Approval of Amendment #3 to an Agency Service Agreement with Northwest Housing Alternatives, Inc. for System Diversion and Rapid Re-Housing Services – *Social Services*
5. Approval of a Construction Contract between Clackamas County and D&D Concrete and Utilities, Inc. for the SE Sandy ADA Ramps Improvements Project – *Community Development*
6. Approval of Contract Amendment #1 with CHG Medical Staffing, Inc. for Physician Locum Tenens Staffing Services – *Procurement*

### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Intergovernmental Agreement No. 30496 Amendment No. 01 between Clackamas County Behalf of the Clackamas County Sheriff's Office and State of Oregon, acting by and through its Department of Transportation– *Sheriff's Office*

**C. Technology Services**

1. Approval of a Non-Disclosure Agreement between Clackamas Broadband eXchange and Ziplly Fiber

**D. Juvenile Department**

1. Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division

**III. PUBLIC COMMUNICATION**

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

No Emails

No Public Comment

**IV. COUNTY ADMINISTRATOR UPDATE**

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

**V. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 11:21 AM**

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

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

**Thursday, October 15, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\* Elections Update**

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

1. Sherry Hall

### **\*\*\* Wildfire Update**

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

1. Nancy Bush gave an update regarding Wildfires in Clackamas County.

*~Board Discussion~*

### **\*\*\*COVID-19 Update**

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

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

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

#### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval to execute a contract between the Housing Authority of Clackamas County and A-1 Quality Construction for Clackamas Heights Deck replacement project

**MOTION:**

Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.  
Commissioner Humberston: Second.  
Clerk call the poll:  
Commissioner Leenstra: Aye.  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.  
**Chair Bernard announced the Board would adjourn as the Housing Authority Board**

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

## **II. PRESENTATION** <https://www.clackamas.us/meetings/bcc/business>

1. Water Environment Services Update on Oregon City Ballot Measure (Greg Geist, Water Environment Services)  
~Board Discussion~

## **III. CONSENT AGENDA**

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

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Savas: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Amendment #1 to a Personal Services Contract with Northwest Housing Alternatives, Inc. for HomeBase Program Operations and Financial Assistance – *Social Services*
2. Approval of U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) – Planning Grant Agreement for planning activities associated with the CoC – *Community Development*

**B. Department of Transportation & Development**

1. Approval to accept Transportation Growth Management (TGM) grant award to update the Pedestrian and Bicycle Master Plans.
2. Approval to apply for a Local Bridge Program Grant for funding to replace three bridges.

**C. Disaster Management**

1. Approval of Memorandum of Agreement between Clackamas County and the Molalla River School District for emergency/disaster related use of Molalla Community Gymnasium

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Grant Agreement and Award with the Center for Tech and Civic Life – County Clerk

**E. County Counsel**

1. Approval of an Intergovernmental Agreement between Clackamas and Multnomah Counties for HIPAA and Part 2 Privacy Officer Consultation

**F. Business & Community Services**

1. Approval of Amendment #2 of the MOU between Business and Community Services (County Parks) and Hoodland Women’s Club to extend time to transfer properties to a Local Park District upon its formation

**G. Department Human Resources**

1. Adoption of the Deferred Compensation Committee Charter

**IV. PUBLIC COMMUNICATION**

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

No Emails  
No Public Comment

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 11:55 AM**



# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, October 22, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

## **\*\*\*Wildfire Update** <https://www.clackamas.us/meetings/bcc/business>

1. Nancy Bush

## **\*\*\*COVID-19 Update** <https://www.clackamas.us/meetings/bcc/business>

1. Dr. Sarah Present

*~Board Discussion~*

## **\*\*\*Elections Update** <https://www.clackamas.us/meetings/bcc/business>

1. Sherry Hall

*~Board Discussion~*

## **I. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Savas: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Amendment #14 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
2. Approval of a Purchase and Sale Agreement with Washington County for the Tigard Recovery Center – *Community Development*
3. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives (NHA) and the Community Development Division for the Annie Ross House – *Community Development*
4. Approval for Contract with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas Health Centers – *Procurement*

**B. Department of Transportation & Development**

1. Approval of Amendment Number 01 for Intergovernmental Agreement #30380 with the State of Oregon, acting by and through its Department of Transportation for Commercial Vehicle, Driver and Cargo Inspection

**C. Business & Community Services**

1. Approval of Intergovernmental Agreement (IGA) between Clackamas County and Clackamas Community College to provide scholarships to students in the last year of their education program

**II. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Subrecipient Agreement between North Clackamas Parks and Recreation District (NCPRD) and North Clackamas Watersheds Council (NCWC) for the North Clackamas Park Restoration and Watershed Action Plan Project
2. Approval of River Health Stewardship Grant Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Water Environment Services (WES) for the North Clackamas Park Restoration and Watershed Action Plan Project

**III. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>**

Jim Meyers <mailto:maplgrv@molalla.net> – Email – Wildfires

**IV. COUNTY ADMINISTRATOR UPDATE**

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

**V. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 11:09 AM**

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, October 29, 2020 – 6:00 PM**

**Virtual Meeting via Zoom**

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\*Chair Bernard dedicates meeting to Greg Radinovich\*\*\***

#### **\*\*\* Elections Update** <https://www.clackamas.us/meetings/bcc/business>

1. Sherry Hall  
~Board Discussion~

#### **\*\*\*Wildfire Update** <https://www.clackamas.us/meetings/bcc/business>

1. Nancy Bush  
~Board Discussion~

#### **\*\*\*COVID-19 Update** <https://www.clackamas.us/meetings/bcc/business>

1. Philip Mason-Joyner  
~Board Discussion~

## **I. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Savas: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval for the Public Health Division to apply for the University of Baltimore - Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI). – *Public Health*
2. Approval of the Intra-Agency Agreement with the Clackamas County Emergency Communications (CCECD) – *Public Health*
3. Approval of Amendment #05 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon, Inc. for temporary medical staffing in support of the COVID-19 response. – *Public Health*
4. Approval of a Cooperation Agreement between Clackamas County and Corvallis Neighborhood Housing Services Incorporated, dba DevNW for Acquisition of Vacant Land to Build 11 Tiny Ownership Homes Project – *Community Development*
5. Approval to Apply for HB2017 State Transportation Improvement Fund Discretionary Program Funds from Oregon Department of Transportation for 1-205 / Borland Rd / Bridgeport Village Transit Service – *Social Services*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Wilsonville to Transfer Permitting Authority and Maintenance Responsibility for Portions Frog Pond Lane (County Road #2362, DTD #30031) and Stafford Road (Market Road #12, DTD #30054) to the City
2. Board Order Authorizing Construction Activities for Heirloom Apartments
3. Approval of a Contract with IMG Rebel, Inc. to serve as a P3 Financial and Transactional Advisor - *Procurement*

**C. Disaster Management**

1. Authorization for Disaster Management Director to sign HUD COVID -19 Grant Applications and Grant Agreements

**D. Business & Community Services**

1. Approval of Amendment #5 to the Contract with Total Golf Management Services, LLC for Management Services for the Operation of Stone Creek Golf Club

**E. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Christ the King for a dark fiber connection

**F. County Administration**

1. Approval of a Contract with WTP America, LLC. DBA WT Partnership to serve as a P3 Technical Advisor - *Procurement*

**II. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Water Environment Services (WES)
2. Approval of an Intergovernmental Agreement Amendment #1 between North Clackamas Parks and Recreation District (NCPRD) and Metro for Mapping and Data Services

### **III. WATER ENVIRONMENT SERVICES**

1. Approval of an Intergovernmental Agreement Between North Clackamas Parks and Recreation District and Water Environment Services
2. Approval of the Intergovernmental Agreement between Water Environment Services and Clean Water Services for Liquid Bio solids Management

### **IV. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

No Emails  
No Public Comment

### **V. COUNTY ADMINISTRATOR UPDATE**

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

### **VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 7:06 PM**



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an  
Intergovernmental Agreement with  
North Clackamas School District for School Resource Officers in the 2021-23 School Years

<b>Purpose/Outcome</b>	The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2021-2023 school year.
<b>Dollar Amount and Fiscal Impact</b>	The total billable amount under this agreement is \$1,152,992. Law enforcement activities will be billed at an hourly rate.
<b>Funding Source</b>	The North Clackamas School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
<b>Safety Impact</b>	This agreement provides for the presence of one School Resource Officer at both Clackamas and Rex Putnam High Schools.
<b>Duration</b>	The agreement encompasses the school year beginning January 1, 2021 through December 31, 2024.
<b>Previous Board Action/Review</b>	The Board has approved the same request for several fiscal years
<b>Contact Person</b>	Nancy Artmann, Finance Manager – Office (503) 785-5012
<b>County Counsel</b>	Andrew Naylor
<b>Contract No.</b>	None

**BACKGROUND:**

The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2021-2024 school years. This is a continuation of an existing agreement between Clackamas County and the North Clackamas School District. Both Clackamas and Rex Putnam High Schools will be assigned one School Resource Officer. This agreement reimburses the Sheriff's Office for the cost of the Deputies. Language is included prior to the signature lines of the agreement that indicates both parties acknowledge school resource officer services were performed prior to the execution of the agreement. Both parties agree that all services provided from January 1, 2021 through the execution of this document are bound by the terms of the agreement. County Counsel has reviewed and approved this agreement.

**RECOMMENDATION:**

Staff recommends the Board approve and sign this cooperative intergovernmental agreement and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

Craig Roberts,  
Sheriff

*"Working Together to Make a Difference"*

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND THE NORTH CLACKAMAS SCHOOL DISTRICT**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, on behalf of the Clackamas County Sheriff's Office ("CCSO"), and the North Clackamas School District ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

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

The Agency has requested, and the County has agreed, that the County provide sheriff deputies ("Deputy") who will act as a school resource officer ("SRO") to work in Clackamas and Rex Putnam High Schools. SRO's fulfill a vital role in promoting communication and cooperation between the school district and law enforcement to support safe school communities and contribute to the learning process.

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

**TERMS**

1. **Term.** This Agreement shall be effective as of January 1, 2021, upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2024, whichever is sooner.
2. **Scope of Work.** The County agrees to provide the services ("Work") further identified in the Scope of Work and Additional Terms and Conditions, attached hereto as Exhibit A and incorporated herein. Parties will meet prior to the start of each school year to discuss anticipated needs, within the Scope of Work, in the upcoming school year.
3. **Consideration.** The Agency agrees to pay County, from available and authorized funds, the amount set forth on the schedule attached hereto as Exhibit B for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the County shall submit monthly invoices for Work performed and shall include the total amount billed to date by the County prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to County following the Agency's review and approval of invoices submitted by County. County shall not submit invoices for, and the Agency will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.



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

6. **Termination.**

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

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

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the



County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

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

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

The CCSO Finance Manager or their designee will act as liaison for the County.

**Contact Information:**

Nancy Artmann, Finance Manager Clackamas County Sheriff's Office  
Desk: 503.785.5012  
Email: [nartmann@clackamas.us](mailto:nartmann@clackamas.us)  
Mail: 2223 Kaen Rd, Oregon City, OR 97045

The Agency's Risk Manager or their designee will act as liaison for the Agency.

**Contact Information:**

David Kruse  
Phone: 503.353.1909  
Email: [krused@nclack.k12.or.us](mailto:krused@nclack.k12.or.us)  
12400 SE Freeman Way  
Milwaukie OR 97222

10. **Control of Personnel.** The SRO is solely the employee of the County. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County and the Clackamas County Sheriff's Office. Allegations of misconduct shall be investigated in accordance with Clackamas County Sheriff's Office Policy and Procedures. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services provided by the SRO shall be that of the County.

11. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed

inoperative to that extent.

- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in Sections 5, 7, and 11 (A), (C), (D), (E), (F), (G), (I), (J), (L), (Q), and (R) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon

performance this Agreement.

- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** County acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by County or its employees or agents in the performance of this Agreement shall be deemed confidential information of the Agency ("Confidential Information"). County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that County uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

**Clackamas County**

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

\_\_\_\_\_  
Date

**North Clackamas School District**

*Matthew Utterback*  
\_\_\_\_\_

By: MATTHEW UTTERBACK

Its: SUPERINTENDENT

10-28-2020  
\_\_\_\_\_ Date

**Clackamas County Sheriff's Department**

*Craig Roberts*  
\_\_\_\_\_

Craig Roberts, Sheriff

November 4, 2020  
\_\_\_\_\_ Date

Exhibit A  
SCOPE OF WORK & ADDITIONAL TERMS AND CONDITIONS

**Section 1. RESPONSIBILITIES OF SCHOOL RESOURCE OFFICER (SRO)**

1. **Role.** The assigned SRO provides law enforcement expertise and resources to assist school administrators and staff in providing a safe school environment. The SRO is empathetic and knowledgeable in equity and diversity issues, juvenile restorative justice principles, and trauma-informed investigatory practices. In this role the School Resource Officer:
  - 1.1 Promotes safety in and around the school by using crime prevention strategies geared toward positive student behavior;
  - 1.2 Builds trust and respect between law enforcement and students by mentoring and providing guidance, and connects students to resources to resolve concerns affecting youth safety and security;
  - 1.3 Provides schools with additional educational resources about law enforcement related topics;
  - 1.4 Works collaboratively with school staff and administrators, and community stakeholder groups;
  - 1.5 Support school in emergency management.
2. **School Discipline.** Agency's school administrators and teachers are solely responsible for school discipline. The SRO is not involved with enforcement of school rules or disciplinary infractions unless they are also violations of law.
3. **Agency Policies & Training**
  - 3.1 **Training.** The SRO will participate in training as identified by the Agency which may include the same, "Public School Work" courses (30-40 minutes in duration) required of Agency staff, along with training covering equity, trauma-informed care, and restorative justice.
  - 3.2 **Agency Policy.** The SRO will have a working knowledge of Agency policies and procedures as identified by the Agency in Exhibit A, Appendix I. The SRO will comply with Agency policies and procedures to the extent consistent with applicable law. If at any time the SRO believes an Agency policy or

procedure cannot be complied with, the SRO will promptly advise the Agency and the CCSO. The parties will confer and strive to attain a mutually agreeable understanding. Agency will promptly provide the CCSO with any changes to policies or administrative regulations that may impact SRO responsibilities.

4. **School Work Schedule.** When school is in session, the SRO will work a schedule determined by the CCSO and the Agency. The SRO will attend faculty meetings and PTA meetings that are related to SRO responsibilities, and will assist in providing security at certain evening or weekend school functions, such as athletic events, dances, field trips, and/or special events.
5. **Communication.** A cooperative relationship and collaborative communication between the SRO and school administration is central to the role. The SRO will meet with school administrators regularly in the coordination of SRO activities, and to exchange information to address safety, student conflicts, and/or situations that may cause disorder at the school or in the community.
6. **Scope of Work.** The duties of the SRO involve the following activities in addition to other duties as assigned:
  - 6.1 Establishes rapport and builds relationships with students;
  - 6.2 Works to support effective communication between law enforcement officials, school staff and students;
  - 6.3 Works closely with school staff and administrators to identify and provide preventive assistance and services to students and families;
  - 6.4 In collaboration with school administrators helps parents and students, which may involve referral to an appropriate agency;
  - 6.5 Refers student violations of Agency policy to school administration;
  - 6.6 Notifies the building principal as soon as practicable of any significant law enforcement event or public safety threat;
  - 6.7 Investigates and takes appropriate action in consultation with school administration regarding suspected law violations that occur within the school and/or in association with school activities;
  - 6.8 Assists school administration in the proper collection and disposal of illegal substances, weapons and other prohibited items recovered by the school, when they are not needed for criminal prosecution;

- 6.9 Presents information on law enforcement and related criminal justice topics to relevant classes, student assemblies, and clubs;
- 6.10 Makes presentations to stakeholder groups regarding the operations of the Sheriff's Office and the School Resource Officer Program.

## **Section 2. SEARCH AND SEIZURE**

### **2.1 Student Conduct Occurring Under Agency Jurisdiction**

- 2.1.1 **School Administrative Search.** Unless assistance is specifically requested by school administration the SRO is not involved in Agency's administrative searches. Administrative searches are at the exclusive direction and control of the Agency. (Reference: NCSD Policy, JFG; JFG-AR)
- 2.1.2 **School Resource Officer Search.** In accordance with Agency policy, students may be searched by law enforcement officials on school property, or when the student is under the jurisdiction of the Agency. This authority is balanced by collaboration between the SRO and school administration as they work cooperatively to protect staff and students, maintain a safe environment in the school, and safeguard Agency property. In furtherance of these objectives, and as permitted by law, the SRO may search students and property, seize evidence, conduct interviews and engage in other law enforcement actions. In the exercise of duties, the SRO will confer with school administration unless circumstances do not allow
- 2.2 **Student Conduct Occurring Outside of Agency Jurisdiction.** When requests by law enforcement are made to the SRO to interview a student or to conduct an investigation for conduct occurring outside Agency jurisdiction, the SRO will promptly contact school administration with the request and refer the requesting agency to school administration. Interviews may be permitted upon request and with administrator approval in accordance with Agency Policy. (NCSD Policy: JFG, JFG-AR; KN; KN-AR)
- 2.3 **Exigent Circumstances.** In the event of an emergency, as determined by the CCSO/SRO in its reasonable discretion, the CCSO/SRO will perform such searches consistent solely with applicable law and not in accordance with Agency's policies and regulations JFG, KN, and KN-AR.

## **Section 3. STUDENT INFORMATION ACCESS & DISCLOSURE**

- 3.1 **Privacy Restrictions.** The access to and release of student information by the SRO under this Agreement is governed by ORS 336.187 and ORS 326.565 – 326.580, and the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g,

and its implementing regulations. For purposes of access to student records, the SRO is considered a “school official”. In accordance with FERPA, “school officials” may access and disclose student records only as authorized by FERPA. Subject to any exceptions under applicable law, the SRO will not disclose records, or information contained within those records, without permission from Agency administration.

- 3.1.1 For purposes of access to student records, the SRO as a “school official” may be provided students’ personally identifiable information (“PII”) on an as-needed basis in the performance of SRO duties for legitimate educational purposes, and to promote school safety and physical security. *The SRO may only use PII for the purpose for which the disclosure was made.*
- 3.1.2 Without prior consent by an Agency administrator, the SRO acting as a school official, may not disclose PII obtained from student records, to others including other law enforcement officials who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA and/or ORS 336.187 and ORS 326.565 – 326.580.
- 3.2 **FERPA Training.** Agency will provide SRO training necessary to comply with applicable Agency policies, and state and federal student privacy laws.
- 3.3 **Student Directory Information.** Information that is designated as student “directory information” is identified by Agency policy, and is generally information that would not be considered harmful or an invasion of privacy if disclosed. Administration may disclose directory information unless a parent has opted-out of disclosure. The SRO or other law enforcement officials seeking access to student directory information may request access from the school building principal. (Reference: NCSD policy, JOA)
- 3.4 **Security Cameras.** The SRO may access campus security cameras and recordings for purposes of school safety and other law enforcement purposes with prior Agency consent, or upon execution of a search warrant. Consent is not required in the event of an active violent crisis or other exigent circumstances. (Reference: NCSD policy, ECAC; ECAC-AR)
- 3.5 **Law Violations Exchange of Information.** The SRO and the building principal will promptly exchange information regarding any possible law violation that may have occurred on and around school grounds, or during school activities. (Reference: NCSD policy, KN & KN-AR, “Relations with Law Enforcement Agencies”)



EXHIBIT A – Appendix I  
North Clackamas School District Policies  
Relating to SRO Scope of Work

**Law Enforcement Interactions:**

- [KN-AR1 Relations with Law Enforcement Agencies](#)
- [KN-AR2 Relations with Law Enforcement Agencies](#)
- [GHFE/JHFE-AR\(2\) - Abuse of a Child Investigations Conducted on School Premises](#)
- [GBJ - Weapons in Schools–Staff](#)
- [JFCJ - Weapons - Students](#)
- [JFG - Student Searches\\*\\*](#)
- [JFG-AR - Student Searches\\*\\*](#)

**Staff/Students:**

- [GCCB/GDCB/IKAAA - District Equity Policy](#)
- [GHFE/JHFE Reporting of Suspected Abuse of a Child](#)
- [GHFE/JHFE-AR\(1\) Reporting of Suspected Abuse of a Child](#)
- [GHFF/JHFF - Reporting Requirements Regarding Sexual Conduct with Students](#)
- [JBA/GBN - Sexual Harassment\\*\\*](#)
- [JBA/GBN-AR\(1\) - Sexual Harassment Complaint Procedure\\*\\*](#)
- [JBA/GBN-AR\(2\) - Sexual Harassment Complaint Form](#)
- [GBEC Drug-Free Workplace](#)
- [GBH/JECAC - School and Custodial/Noncustodial Parent Relations\\*\\*](#)
- [GBK/KGC - Prohibited Use, Distribution or Sale of Tobacco Products or Inhalant Delivery Systems\\*\\*](#)
- [GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing - Staff\\*\\*](#)
- [GBNA-AR - Hazing/Harassment/Intimidation/Bullying/Menacing Complaint Procedures - Staff](#)
- [GBNA/JFCF-AR - Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying/Teen Dating Violence/Domestic Violence Complaint Procedures\\*\\*](#)
- [GBNAA/JHFF - Reporting Requirements for Suspected Sexual Conduct with Students](#)
- [GBNAA/JHFF-AR Suspected Sexual Conduct Report Procedures and Form](#)
- [GBO - Staff and Volunteer - Student Relations\\*\\*](#)
- [JEA - Compulsory Attendance\\*\\* JEDA - Truancy](#)
- [JFCG/JFCH/JFCI - Use of Tobacco Products, Alcohol, Unlawful Drugs, Inhalant Delivery Systems or Mind-Altering Substances](#)
- [JFCG/JFCH/JFCI-AR - Student Use, Possession, Sale or Distribution of Tobacco Products, Alcohol, Unlawful Drugs, Inhalant Delivery Systems or Mind-Altering Substances](#)
- [JFCJ - Weapons - Students](#)
- [JFCM - Threats of Violence\\*\\*](#)

- [JOA - Directory Information\\*\\*](#)
- [JOB - Personally Identifiable Information\\*\\*](#)

**District-Community Relations/Facility Use & Access:**

- [KAB - Parental Rights\\*\\*](#)
- [KAB-AR - Parental Rights\\*\\*](#)
- [KG - Community Use of District Facilities](#)
- [KG-AR\(1\) - Community Use and Rental of District Facilities](#)
- [KG-AR\(2\) - District Facility Use Fee Schedule](#)
- [KGB - Public Conduct on District Property](#)
- [KK - Visitors to District Facilities\\*\\*](#)
- [KK-AR - Procedures in Dealing with Disruptive Visitors\\*\\*](#)

Exhibit B  
COMPENSATION

**BILLING FOR THE SERVICES OF THE SRO**

**I. Compensation & Invoices**

During the 2020-21 academic year, the North Clackamas School District (NCSD) will compensate the Clackamas County Sheriff's Office (CCSO) as described by the calculations listed in Section II. The compensation rate will be adjusted to reflect current rates for each subsequent year remaining in the term of this agreement. A revised compensation schedule will be provided to NCSD prior to the beginning of the given school year.

The Clackamas County Sheriff's Office agrees to bill NCSD each quarter. NCSD agrees to pay each invoice within 30 days of receipts.

**II. Estimated Cost per Deputy**

The estimated cost per each Deputy Sheriff serving as a School Resource Officer follows:

Estimated Salary and Benefits:	\$133,364
Estimated Overtime:	5,000
Uniform & Equipment Costs:	2,514
<u>Share of Vehicle Fuel &amp; Maintenance</u>	<u>3,246</u>
Total Estimated Cost per Deputy	\$144,124

The rate reflected is based upon a 1.0 full-time equivalent position. Cost will be reconciled each quarter based upon the actual salary and benefits of the Deputy and actual hours worked during the quarter.



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between Clackamas Broadband  
eXchange and Wholesail Networks LLC for dark fiber connections

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with Wholesail Networks LLC for dark fiber connections.
<b>Dollar Amount and Fiscal Impact</b>	Wholesail Networks LLC will pay a recurring monthly fee of \$3,160.00.
<b>Funding Source</b>	These new connections will not require expansion of the CBX network.
<b>Duration</b>	Effective upon signature by the board, the SLA is effective through June 30, 2025.
<b>Previous Board Action</b>	Board previously approved CBX to build and maintain a dark fiber connection for Cascade Access (Reliance Connects).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Build a strong infrastructure.</li> <li>2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.</li> </ol>
<b>Counsel Review</b>	Andrew Naylor, June 15, 2020
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	N/A

### BACKGROUND:

CBX is looking for approval to provide two dark fiber connections to Wholesail Networks LLC. This SLA will provide the necessary connectivity to Wholesail Networks LLC to better facilitate the operations of their service in and around Clackamas County.

### RECOMMENDATION:

Staff respectfully recommends approval to enter into this fiber agreement with Wholesail Networks LLC. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

Wholesail Networks LLC

(Customer Name)

### 1. Recitals

**WHEREAS**, Clackamas County (County) desires to provide to Wholesail Networks LLC (Customer) the services set forth in this Agreement (the “Services”), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

**WHEREAS**, Customer desires to use the Services; and

**WHEREAS**, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

### 2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

### 3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber (“Fiber”), between sites specifically identified in Appendix A for the exclusive use of the Customer’s internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

### 4. Construction and Installation Requirements

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

**5. Term of Agreement**

Upon completion of installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated as herein provided, this agreement shall continue through June 30, 2025.

**6. Rates**

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

**7. Payment**

### **Semi - Annual Payments**

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

### **8. Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

### **9. Confidentiality**

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

### **10. Content Control and Privacy**

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

### **11. Assignment and Successors**

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the

succession may occur.

**12. Damage**

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

**13. Force Majeure**

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

**14. Consequential Damages**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

**15. Public Contracting Provisions**

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235,



to the extent applicable, are incorporated herein by this reference.

**16. Non-Appropriation or Change in Law**

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

**17. Compliance with Laws**

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

**18. Taxes and Assessments**

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

**19. Termination**

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as

that waived.

- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

**20. Default**

1. Either of the following events shall constitute a default:
  - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
  - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

**21. Remedies**

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

**22. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

**23. No recourse Against the Grantor**

Customer shall have no recourse whatsoever against County 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 Agreement or any part thereof is determined to be invalid.

**24. Notice**

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

**Notice to the County**

Manager, Clackamas Broadband Express  
Clackamas County Technology Services  
121 Library Court

Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
[cbxinfo@co.clackamas.or.us](mailto:cbxinfo@co.clackamas.or.us)  
Fax Number: (503) 655-8255

**Notice to the Customer**

Wholesail Networks LLC  
135 Lake Street So., Suite 155  
Kirkland, WA 98033  
ATTN: [legal@ziply.com](mailto:legal@ziply.com)

Either Party, by similar written notice, may change the address to which notices shall be sent.

**25. Debt Limitations**

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**26. No Attorney Fees**

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

**27. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**28. Survival**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

**29. Severability**

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

**30. Whole Contract**

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year first above written.

**Clackamas County**

By (signature): \_\_\_\_\_

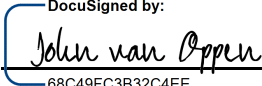
Name: \_\_\_\_\_

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

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

**Customer**

Wholesail Networks \_\_\_\_\_  
(Customer Name)

By (signature):  \_\_\_\_\_  
68C49FC3B32C4EE...

Name (print): John van Oppen

Title: President

Date: 10/26/2020

## APPENDIX A

### SERVICE AND RATE SCHEDULE

#### 1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

#### 2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

#### 3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

#### 4. Annual Recurring Charges

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	CBX splice case in vault SE corner of Kruse Way & Westlake Dr in Lake Oswego, OR	CBX slack loop in vault NE corner of SE Sunnyside Rd & SE 105 <sup>th</sup> Dr in Happy Valley, OR	One Pair (two) dark fibers	\$1,950.00
2	CBX aerial splice case SE Tickle Creek Rd & HWY 211 in Boring, OR	CBX Splice case in vault SE corner of Boeckman Rd & Canyon Creek Rd Wilsonville, OR	One Pair (two) dark fibers	\$1,210.00

#### 5. Nonrecurring Charges

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
1	CBX splice case in vault SE corner of Kruse Way & Westlake Dr in Lake Oswego, OR	CBX slack loop in vault NE corner of SE Sunnyside Rd & SE 105 <sup>th</sup> Dr in Happy Valley, OR	Construction	\$0.00

2	CBX aerial splice case SE Tickle Creek Rd & HWY 211 in Boring, OR	CBX Splice case in vault SE corner of Boeckman Rd & Canyon Creek Rd Wilsonville, OR	Construction	\$0.00
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**6. Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

**7. Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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## APPENDIX B

### MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

#### 1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

#### 2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain telephone number (503) 742-4219 to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within four (4) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer twenty one (21) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.



**3. Fiber Optic Network**

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

**4. Restoration**

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental or safety hazards which would restrict or jeopardize any maintenance work.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that four (4) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance rates and charges for any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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## APPENDIX C

### FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

#### 1. Fiber and Connector Standards

##### a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

##### b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

##### c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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Elizabeth Comfort  
Finance Director

**Department of Finance**

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

Nov. 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement between  
Clackamas County and Clackamas 800 Radio Group for  
Clackamas County Public Safety Radio System Replacement Project (C800) Bond Funding

Purpose/Outcome	Extending and Amending 2016 IGA for C800 Replacement Project Bond Funding
Dollar Amount and Fiscal Impact	Provides reimbursement to the County for costs incurred in administration of the bond.
Funding Source	C800 tax assessment and bonds
Duration	In effect until the bonds are repaid.
Previous Board Action	Dec. 19, 2016 H.1
Strategic Plan Alignment	1. Ensures safe, healthy and secure communities by continuing to support C800 in obtaining bonds to expand and maintain the County's Public Safety Radio System.
County Counsel Review	Approved November 2, 2020
Procurement Review	Was the item processed through Procurement? No, this is an IGA amendment and is not required to go through Procurement.
Contact Person	Christa Bosserman Wolfe, 503-742-5407
Contract No.	NA

**Background:**

In December of 2016 the Commissioners authorized an Intergovernmental Agreement with Clackamas 800 Radio Group (C800) to execute and manage the radio system project. The original agreement did not provide the County or C800 with an agreed upon mechanism to reimburse the County for the administrative costs associated with both bond issuance and bond compliance. This amendment addresses those issues, as well as potential future tax liabilities that are associated with bond compliance and arbitrage rebate.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the attached IGA amendment for Clackamas County Public Safety Radio System Replacement Project (C800) Bond Funding. Thank you.

Sincerely,

Elizabeth Comfort  
Finance Director

**FIRST AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT**

**Clackamas County Public Safety Radio System Replacement Project Bond Funding**

THIS AGREEMENT ("Agreement") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas 800 Radio Group (C800), an intergovernmental entity formed and authorized by ORS chapter 190, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

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

The Parties entered into an intergovernmental agreement effective December 19, 2016 for "Clackamas County Public Safety Radio System Replacement Project Bond Funding" ("2016 IGA") and desire to amend the 2016 IGA as provided herein.

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

**TERMS**

1. **Term.** This Agreement shall be effective upon signing by both Parties and shall expire upon the completion of each and every obligation of the Parties set forth in the 2016 IGA and as set forth herein.
2. **Costs.** C800 agrees to pay County the total of \$0.20 for each \$1,000.00 of bonded indebtedness for all costs incurred by County through the effective date of this Agreement. After the effective date of this Agreement C800 agrees to pay County for all reasonable and necessary documented costs incurred by County for oversight and fiscal administration of the issued bonds, including but not limited to: professional fees incurred to analyze any bond arbitrage rebate; bond counsel's fees; attorney's fees; County employee time (salaries/wages, payroll taxes & fringe benefits); and any other costs reasonably incurred as a result of County's responsibilities under the 2016 IGA and this Agreement.
3. **Losses.** C800 agrees to pay County for all losses incurred by County arising out of or resulting from C800's management of the Clackamas County Public Safety Radio System Replacement Project Plan ("Plan"), including but not limited to all tax liabilities, audits, claims, damages and expenses.
4. **Payment.** Unless otherwise specified, County shall submit quarterly invoices for all costs or losses incurred and shall include the total amount billed to date by the County prior to the current invoice. Invoices shall itemize and explain all amounts for which reimbursement is claimed or payment is requested. Payments shall be made to County within ninety (90) days of receipt unless C800 disputes in good faith any part of the invoiced charges, in which case the time for payment may be extended while the Parties work to resolve the dispute.

5. **Indemnification.**

- A. C800 shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of C800, its subcontractors, agents, or employees. C800 agrees to indemnify, hold harmless and defend Clackamas County, its officers, elected officials, agents and employees from and against all claims and actions, and for all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of C800 or its employees, subcontractors, or agents.
- B. However, neither C800 nor any attorney engaged by C800 shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall C800 settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

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

- A. Gary Schmidt, County Administrator, or their designee will act as liaison for the County.

**Contact Information:**

Gary Schmidt  
County Administrator  
2051 Kaen Rd.  
Oregon City, OR 97045  
(503) 655-8581  
gschmidt@clackamas.us

- B. John Hartsock, Manager, or their designee will act as liaison for C800.

**Contact Information:**

John Hartsock  
Manager C800  
11300 SE Fuller Rd.  
Milwaukie, OR 97222  
(503) 780-4806

John.hartsock@frontier.com

7. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
8. **Effect on Prior Agreement.** This Agreement is expressly intended to amend the 2016 IGA as provided herein. To the extent the terms of this Agreement contradict or are inconsistent with the terms and conditions of the 2016 IGA, this Agreement shall control. All terms and conditions of the 2016 IGA not contradicted or modified by, or inconsistent with, this Agreement are hereby affirmed.

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

**Clackamas County**

**Clackamas 800 Radio Group**

\_\_\_\_\_  
Jim Bernard, Chair  
Board of County Commissioners

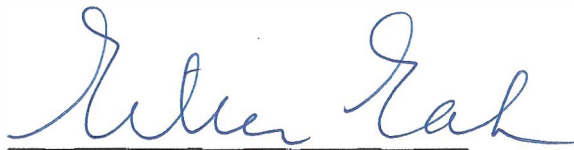
  
\_\_\_\_\_  
Sue Scobert, Chair  
Clackamas 800 Radio Group

\_\_\_\_\_  
Date

10/29/2020  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Jeffrey D. Munns  
Assistant County Counsel

  
\_\_\_\_\_  
Eileen Eakins  
C800 Attorney