

# AGENDA

**Thursday, July 18, 2019 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-78

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Approving Delegation of Budget Authority for Fiscal Year 2019-2020
2. Approval to Execute a Contract between the Housing Authority of Clackamas County and Greater Purpose Construction, LLC to Replace Roofing on Twenty-Four Public Housing Properties

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

1. National Association of Counties (NACo) 2019 Achievement Awards (Ed Neito, Public & Government Affairs)

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

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

1. Board Order No. \_\_\_\_\_ for Boundary Change Proposal CL 18-012 Annexation to Clackamas County Service District No. 1 (Ken Martin, Boundary Change Consultant)
2. Board Order No. \_\_\_\_\_ for Boundary Change Proposal CL 19-003 Annexation to Tri-City Service District (Ken Martin, Boundary Change Consultant)
3. First Reading of Ordinance No. \_\_\_\_\_ Amending Chapter 8 (Business Regulation), Section 8.07, Alarm Systems of the Clackamas County Code (Nancy Artman, Clackamas County Sheriff's Office, Scott Ciecko, County Counsel)

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

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

1. Approval of Amendment No. 1 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County, for the Human Immunodeficiency Virus (HIV) Early Intervention and Outreach (EIO) Project – *Public Health*
2. Approval of Intergovernmental Agreement with the City of Lake Oswego for providing Medical Direction for the Lake Oswego Fire Department and Communications Center – *Public Health*
3. Approval of an Intergovernmental Agreement with the Housing Authority of Clackamas County and the Community Development Division for the Arbor Terrace Apartments Roofing Project – *Community Development*
4. Approval of an Intergovernmental Revenue Agreement Amendment No. 1 with Oregon Health Authority for Drug and Alcohol Prevention Education and Programming – *Children, Families & Community Connections*
5. Approval of a Revenue Contract for Professional Service with Oregon State University for Evidence-based Parenting Education Classes – *Children, Families & Community Connections*
6. Approval of Intergovernmental Agreement No. 16044-0 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents – *Social Services*
7. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for Operations of Mt Hood Express – *Social Services*
8. Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for Operations for the Mt Hood Express Bus Service – *Social Services*

**B. Department of Transportation & Development**

1. Approval of a Contract with DKS Associates, Inc., to Provide All Roads Transportation Safety Program - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of ORMAP Intergovernmental Agreement Contract No. DOR-190-19 between Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System - *Assessor*

**D. County Counsel**

1. Approval of a Memorandum of Understanding with Mount Hood Search and Rescue Council for Equipment Storage



**E. Business & Community Services**

1. Approval of an Intergovernmental Agreement Amendment with the City of Gladstone to Provided Library Director Services
2. Approval of Boating Facility Grant Intergovernmental Agreement No. 1634 for Resurfaced Parking, Replace Curbing and Sidewalks and Restripe Parking Area at Carver Park

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement with Clackamas Community College for Educational & Enrichment Services
2. Approval of an Intergovernmental Agreement with Clackamas Community College for Based Instructional Programs

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

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

**COPY**

July 18, 2019

Housing Authority Board of Commissioners  
 Clackamas County

Members of the Board:

In the Matter of Approving Delegation of Budget Authority for Fiscal Year 2019-2020

<b>Purpose/Outcomes</b>	Approval of Delegation of Budget Authority for Fiscal Year 2019-2020
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	July 1, 2019 – June 30, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

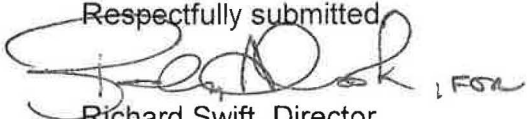
The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute the delegation of budget authority for fiscal year 2019-2020.

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

**RECOMMENDATION:**

HACC recommends the approval of the Delegation of Budget Authority for fiscal year 2019-2020 and have Chair Bernard sign the form as the elected official.

Respectfully submitted,



Richard Swift, Director  
 Health, Housing & Human Services



Department Name:	Housing Authority of Clackamas County	Entity:	HA	Date:	7/18/2019
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**Primary Signer Acknowledgement**

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

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

Signature and Initials:

**Authorized Signers Acknowledgement**

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

Employee Name & Title (TYPE)	Fund (Required)	Dept. ID (Required)	Program (if applicable)	Dollar Limit (Required)	Employee Signature	Employee Initials
Jill Smith, Executive Director	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Jason Kirkpatrick, Deputy Director - Finance	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Stephen McMurtrey, Director of Housing Development	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Toni Karter, Housing Services Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Rich Malloy, Asset Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Elizabeth Miller, Administrative Services Supervisor	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Housing Developers: Devin Ellin, Angel Sully	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Property Managers: Allison Coe, Craig Beals, Sonja Souder	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
Capital Fund Coordinator Josh Teigen	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		
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**COPY**

July 18, 2019

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute a contract between the Housing Authority of Clackamas County  
and Greater Purpose Construction, LLC  
to replace roofing on twenty-four Public Housing properties

<b>Purpose/Outcomes</b>	Approval to execute a contract between the Housing Authority of Clackamas County and Greater Purpose Construction, LLC to replace roofing on twenty-four Public Housing properties
<b>Dollar Amount and Fiscal Impact</b>	Not to Exceed sum of \$163,322.78
<b>Funding Source</b>	U.S. Dept. of Housing & Urban Development (HUD) Federal Capital Grant Funds - No County General Funds are involved.
<b>Duration</b>	July 30, 2019 through October 30, 2019
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and Affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Counsel Review</b>	July 1, 2019
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	9381

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department is seeking approval to execute a contract between HACC and Greater Purpose Construction, LLC to replace roofing on twenty-four (24) Public Housing units.

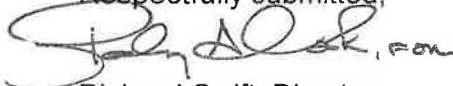
HACC performs annual preventative maintenance inspections on our public housing units. During these inspections it was noted that 24 units had roofs that were at the end of their life cycle. By replacing the roofing it will bring the units back to original conditions, which allows HACC to maintain its High Performer status and prevent safety hazards.

Greater Purpose Construction, LLC, was selected through a competitive Invitation for Bids process. The scope of work includes removing and replacing the existing roofing, installing new exhausts fans and upgrading ventilation.

**RECOMMENDATION:**

Staff recommends the Board approve the contract with Greater Purpose Construction, LLC. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services



**FORM OF CONTRACT**  
**PROJECT #19004**  
**Contract #c008-19**

THIS AGREEMENT made this **8** day of **July** in the year 2019 by and between **GREATER PURPOSE CONSTRUCTION, LLC. (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **OCVM & SCATTERED SITES ROOF PROJECT - 2019**, a prevailing wage project, **#19004**, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

**ARTICLE 2. The Contract Price.** The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred sixty three thousand three hundred twenty two dollars and seventy eight cents. (**\$163,322.78**).

**ARTICLE 3. Contract Dates.** The following critical dates are hereby set for the OCVM & SCATTERED SITES ROOF PROJECT. Time is of the essence.

- A. START DATE: July 30, 2019**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: October 30, 2019**

**ARTICLE 4. Contract Documents.** The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.



**ARTICLE 5.** Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents 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. This provision shall survive termination or expiration of this Contract.

**ARTICLE 6.** No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

**ARTICLE 7.** Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**ARTICLE 8.** The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

**ARTICLE 9.** The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

**ARTICLE 10.** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**ARTICLE 11.** The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

**ARTICLE 12.** The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

**ARTICLE 13.** The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

**ARTICLE 14.** Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

**ARTICLE 15.** CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

**ARTICLE 16.** The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

**ARTICLE 17.** For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.



**ARTICLE 18. Tax Laws.**

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**ARTICLE 19. Additional Terms**

- (1) Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) Governing Law.** This Contract 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 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.
- (4) Debt Limitation.** 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.
- (5) No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) 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.
- (7) No Third Party Beneficiaries.** PHA 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.
- (8) Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) 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.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in **three** original counterparts as of the day and year first above written.

**Greater Purpose Construction, LLC.**

(Contractor)

(Authorized Representative's Signature / Date)

**Dmitri Galkovski, Owner**

(Authorized Representative's Name / Title - Print or Type)

**47-2875569**

(Federal I.D. Number)

**6400 SE 101<sup>st</sup> Avenue, Suite 204, Portland,  
OR 97266**

(Business Address - Street, City, State, Zip)

**205305**

(State of Oregon CCB License Number)

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services Department

**HOUSING AUTHORITY OF**

### CERTIFICATION

I Dmitri Galkovski

certify that I am the Owner

at the corporation named as Contractor herein, that Dmitri Galkovski

who signed this Contract on behalf of the Contractor, was then Owner

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

(Authorized Representative's Signature / Date)

**Dmitri Galkovski, Owner**

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)



Tim Heider  
Interim Director

**Public and Government Affairs**

Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**2019 Achievement Awards from the National Association of Counties (NACo)**

<b>Purpose/Outcome</b>	To recognize County programs and staff that received 2019 Achievement Awards from the National Association of Counties (NACo).
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	N/A
<b>Previous Action</b>	None
<b>Strategic Plan Alliance</b>	1. Build public trust through good government 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Ed Nieto, Community Relations Specialist, PGA 503-742-4371 & Dylan Blaylock, Community Relations Specialist, PGA 503-742-5917

**BACKGROUND**

Clackamas County received four 2019 Achievement Awards from the National Association of Counties (NACo). The awards seek to recognize innovative county government programs.

Programs are judge on:

- Innovation
- Creativity
- Measurable results
- Effectiveness
- Enhanced level of citizen participation in, or the understanding of, government programs

The winning entries are:

**Health, Housing & Human Services: Senior Loneliness Line**

Clackamas County’s Senior Loneliness Line provides a personal connection to help support our vulnerable aging population from experiencing loneliness and isolation.

Loneliness among seniors can be twice as dangerous as obesity and as damaging to health as smoking nearly a pack of cigarettes per day. It can also contribute to a decline in brain function and progression of Alzheimer's disease induced dementia.

This program received the high honor of "Best in Category" due to, in the NACo judges' words, "its exceptional results and unique innovations."

During the spring of 2018, staff planned, coordinated and provided extensive training for those who answer calls from local seniors in need.

This training prepared Lines for Life to understand the unique needs of this population to better serve them.

The Senior Loneliness Line provides the following to improve the health of our seniors:

- A friendly person to talk to when needed
- Someone to listen
- Emotional support and understanding
- Resources and referrals
- Grief support
- Elder abuse prevention and counseling
- Suicide intervention

### **Multiple Departments: Veterans Village: A Transitional Shelter Community for Veterans**

In 2016, Commissioners resolved as a strategic priority to help homeless veterans get off the streets. The priority goal called for sheltering all county veterans by the end of 2019.

For Fiscal Year 2016-2017, commissioners allocated \$300,000 into a novel idea – establish a transitional village specifically designed for homeless veterans, where individuals would occupy their own pod structure, use shared common areas, and access social service resources to become self-sufficient and secure permanent housing.

In October 2018, the Clackamas County Veterans Village: A Transitional Shelter Community for Veterans opened after intense work by commissioners, staff, and dozens of community partners – including nonprofits, charities, local governments and businesses.

This village is the first permitted, code compliant one-of-its-kind facility in Oregon and now serves as a statewide model. This project has seen fast, positive results. In the first 100 days, the village operated at full capacity (even generating a wait list), and quickly saw five individuals move to permanent housing, three received lifesaving emergency medical services, two secured employment and one enrolled in community college. Since then, six more individuals have moved from the village into stable housing.

## **Water Environment Services: Serving a Growing Population – Solids Handling Capacity Improvement Project**

Following a 2015 survey revealed that only 14% of customers could identify Water Environment Services as their service provider, WES launched a comprehensive campaign about the need for a vital infrastructure upgrade to accommodate population growth in the county.

The two-year effort included dozens of presentations to ratepayers, community groups, commissions, city councils, stakeholders, customers, roundtables and tours, in addition to articles, videos, social media campaigns and special websites.

The result was a substantial increase in customer awareness and the need for the infrastructure upgrade, which was instrumental in gaining Board approval for the solids handling capacity improvement project.

## **Water Environment Services: Water Environment Services' Carli Creek Water Quality Project**

Since December 2018, the innovative Carli Creek Water Quality Project has been filtering harmful pollutants from runoff that comes from surrounding industrial properties before it reaches Carli Creek and the Clackamas River, the drinking water source for approximately 360,000 people.

In 2012, Water Environment Services recognized the potential of the property to improve river water quality and acquired the former farmland to establish the facility. At the time, pollution levels in Carli Creek exceeded state standards for E. coli, copper, lead and other pollutants, threatening water quality, fish, and public health.

Over a seven-year period, WES installed new pipes, wetlands and other innovative features designed to protect the water quality of the creek and Clackamas River and protect fish and other wildlife.

In addition to supporting such county priorities as building a strong infrastructure, honoring, utilizing and investing in natural resources; and ensuring safe, healthy and secure communities, the Carli Creek project shows that achieving a balance between nature and industry is possible.

## **RECOMMENDATION**

Staff recommends the Board receive this presentation on the county receiving four NACo awards.

Respectfully submitted,

Tim Heider, Interim Director  
Public and Government Affairs



July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

**Approval of a Board Order for Boundary Change Proposal CL 18-012**  
**Annexation to Clackamas County Service District No. 1**

<b>Purpose/Outcomes</b>	<i>Conduct Public Hearing/Approve Order</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>None</i>
<b>Funding Source</b>	<i>Not Applicable</i>
<b>Duration</b>	<i>Permanent</i>
<b>Previous Board Action</b>	<i>None</i>
<b>Strategic Plan Alignment</b>	<i>Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries</i>
<b>Contact Person</b>	<i>Ken Martin, Boundary Change Consultant - 503 222-0955</i> <i>Nate Boderman, Assistant County Counsel</i>
<b>Contract No.</b>	<i>Not Applicable</i>

**BACKGROUND**

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

Proposal No. CL 18-012 is a proposed annexation to Clackamas County Service District No. 1 ("District").

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

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

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the central part of the District. The territory contains 2.17 acres, one single family dwelling and is valued at \$331,727.

### **REASON FOR ANNEXATION**

The property owners desire sewer service for a planned 7-lot planned unit development which has been approved for the site by the City of Happy Valley.

### **CRITERIA**

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

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

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

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

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

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



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

To approve a boundary change the County must:

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

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

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

**RECOMMENDATION**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-18-012, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

Nate Boderman  
Assistant County Counsel

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

In the Matter of Approving  
Boundary Change Proposal  
No CL 18-012



Order No. \_\_\_\_\_

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

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

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

**Whereas**, it further appearing that this matter came before the Board for public hearing on July 18, 2019 and that a decision of approval was made July 18, 2019;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 18-012 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of July 18, 2019.

ADOPTED this 18<sup>th</sup> day of July, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## FINDINGS

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

1. The territory to be annexed contains 2.17 acres, one single family dwelling and is valued at \$331,727.
2. The property owners desire sewer service for a 7-lot planned unit development which has been approved for the site by the City of Happy Valley.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

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

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

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

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

To approve a boundary change the County must:

---

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

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

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plans as stated in Findings 7 & 8. No concept plans cover this area.

5. Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.
6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says

“Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

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

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

POLICIES

Sanitary Sewage Disposal

\* \* \*

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

8. The territory is inside the City of Happy Valley and has zoning designations of R-20/R-10.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
10. WES, as the service provider for the District, has sewer lines in SE 152<sup>nd</sup> Avenue on the east and in SE Spyglass on the south.
11. The territory is within the Sunrise Water Authority which has water lines available to serve the site.
12. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department for service.
13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.

14. The area to be annexed receives parks and recreation service from either the City of Happy Valley or North Clackamas Parks and Recreation District

### **CONCLUSIONS AND REASONS FOR DECISION**

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 4 & 9 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

**EXHIBIT B**



**ADDRESS:**  
8787 SE 152<sup>nd</sup> Ave, Happy Valley, OR 97086

**LEGAL DESCRIPTION:**

A portion of Section 25, Township 1 South, Range 2 East, of the Willamette Meridian, in the City of Happy Valley, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the one-quarter section corner on the North line of said Section 25, which point is the Northeast corner of the Christian Deardorff and wife Donation Land Claim, as described in US Patent recorded in Deed Book 30, Page 31, said county; thence South along the East line of the Northwest one-quarter of said Section, a distance of 430 feet; thence West 10 feet to a point on the West line of a roadway now known as S.E. 152nd Avenue, said West line also being the West line of that 10 foot strip of land conveyed to Clackamas County for road purposes by Deed recorded in Deed Book 365, Page 410, said County; thence South along the West line of said 10 foot strip 162 feet to a point which is the true point of beginning of the lands hereby conveyed; thence West parallel to the North line of said Section 650 feet, more or less, to a point in the West line of the Oldenburg tract described in Deed recorded December 12, 1918 in Book 151, Page 311, said Deed Records; thence South along the West line of said Oldenburg tract to the Southwest corner thereof; thence East along the South line of said Oldenburg tract to a point 10 feet West of the Southeast corner thereof, which is also the Southwest corner of said 10 foot strip conveyed to said County; thence North along the West line of said 10 foot strip to the true point of beginning.

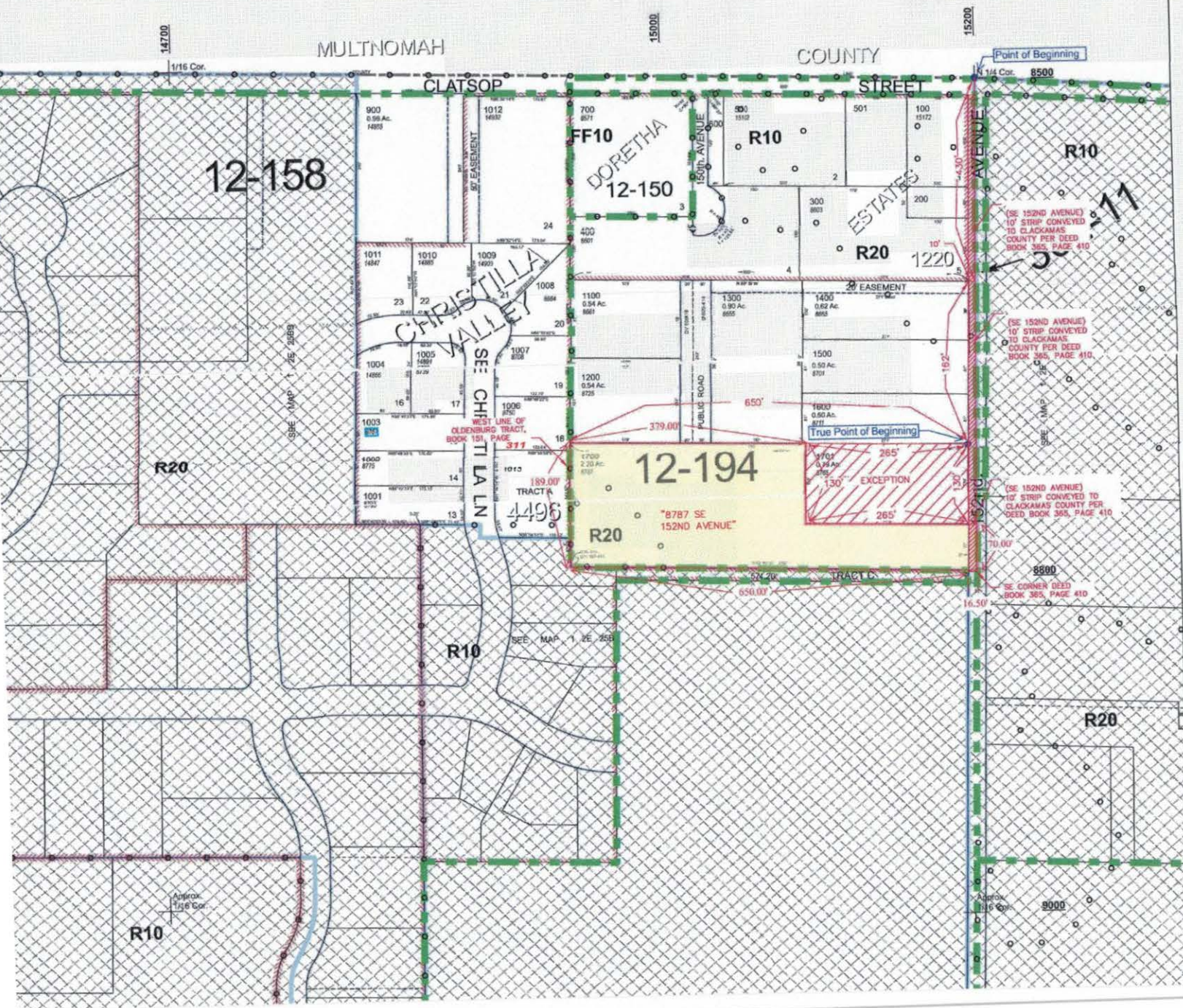
EXCEPTING THEREFROM the following:

Beginning at the one-quarter section corner on the North line of said Section 25, which point is the Northeast corner of the Christian Deardorff and wife Donation Land Claim as described in US Patent recorded in Deed Book 30, Page 31, said County; thence South along the East line of the Northwest one-quarter of said Section, a distance of 430 feet; thence West 10 feet to a point on the West line of a roadway now known as S.E. 152nd Avenue, said West line also being the West line of that 10 foot wide strip of land conveyed to Clackamas County for road purposes by Deed recorded in Deed Book 365 Page 410, said County; thence South along the West line of said 10 foot wide strip 162 feet to a point, which is the true point of beginning of the lands hereby conveyed; thence West parallel to the North line of said section, 265 feet; thence South parallel with the West line of said 10 foot wide strip 130 feet; thence East parallel with the said North line of Section 25, 265 feet to the West line of said 10 foot wide strip; thence North along said West line of said 10 foot wide strip to the true point of beginning.

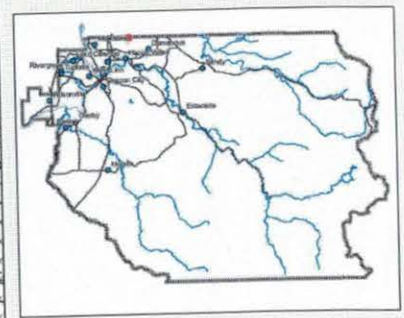


# EXHIBIT C

Cancelled Taxlots  
1000  
800



- Parcel Boundary
- - - Private Road ROW
- - - Historical Boundary
- - - Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- - - DLC Line
- - - Meander Line
- - - PLSS Section Line
- ⊕ Historic Corridor 40'
- ⊕ Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY







OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

**Approval of a Board Order for Boundary Change Proposal CL 19-003**  
**Annexation to Tri-City County Service District**

<b>Purpose/Outcomes</b>	<i>Conduct Public Hearing/Approve Order</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>None</i>
<b>Funding Source</b>	<i>Not Applicable</i>
<b>Duration</b>	<i>Permanent</i>
<b>Previous Board Action</b>	<i>None</i>
<b>Strategic Plan Alignment</b>	<i>Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries</i>
<b>Contact Person</b>	<i>Ken Martin, Boundary Change Consultant - 503 222-0955</i> <i>Nate Boderman, Assistant County Counsel</i>
<b>Contract No.</b>	<i>Not Applicable</i>

**BACKGROUND**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Tri-City County Service District is such a district.

Proposal No. CL 19-003 is a proposed annexation to Tri-City County Service District ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the West Linn Tidings; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

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

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 3.75 acres, 1 single family dwelling and is valued at \$441,499.

## **REASON FOR ANNEXATION**

The property owners desire sewer service to facilitate possible eventual development with an assisted living facility.

## **CRITERIA**

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

Tri-City County Service District and the City of West Linn do have an agreement calling for the District to be the provider sewage treatment and transmission for the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and Clackamas County Service District # 1 to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property will receive sewerage treatment and transmission from WES under such agreement. Local sewerage collection will continue to be provided by the City.

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

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

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

---

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

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

To approve a boundary change the County must:

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

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

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served (major transmission and treatment) by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with Clackamas County Service District # 1 and the Surface Water Management Agency of Clackamas County, as amended from time to time.

**RECOMMENDATION**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-19-003, annexation to Tri-City County Service District.

Respectfully submitted,

Nate Boderman  
Assistant County Counsel

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

In the Matter of Approving  
Boundary Change Proposal  
No CL 19-003



Order No. \_\_\_\_\_

**Whereas**, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Tri-City County Service District;

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

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

**Whereas**, it further appearing that this matter came before the Board for public hearing on July 18, 2019 and that a decision of approval was made on July 18, 2019;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 19-003 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Tri-City County Service District as of July 18, 2019.

ADOPTED this 18<sup>th</sup> day of July, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## FINDINGS

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

1. The territory to be annexed contains 3.75 acres, 1 single family dwelling and is valued at \$441,499.
2. The property owners desire sewer service to facilitate possible eventual development with an assisted living facility.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Tri-City County Service District and the City of West Linn do have an agreement calling for the District to be the provider sewage treatment and transmission for the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and Clackamas County Service District # 1 to create Water Environment Services, an ORS 190 partnership (“WES”) as a collective service provider for all three districts. If annexed into the District, the property will receive sewerage treatment and transmission from WES under such agreement. Local sewerage collection will continue to be provided by the City.

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

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

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

---

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

To approve a boundary change the County must:

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

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Findings 7 and 8 below. No concept plans cover this area.

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

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

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was



reviewed and found not to contain specific criteria applicable to boundary changes.

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

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

POLICIES

Sanitary Sewage Disposal

\* \* \*

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

8. The territory is zoned R-3, Single-family and Multi-family Residential.

According to Section 1 of the Public Services and facilities Chapter of the West Linn Comprehensive Plan:

*The Water Environment Services Department of Clackamas County is responsible for providing wastewater treatment services for the cities of West Linn, Oregon City and Gladstone.*

9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
10. The City has an 8-inch sewer line at the southwest corner of the property. WES, as the service provider for the District, will provide major transmission and treatment of the sewerage.
11. The City has an 8-inch water line in Weatherhill Road on the west and north edge of the territory to be annexed.
12. The area receives police service from the City of West Linn.

13. The City is provided fire protection by Tualatin Valley Fire & Rescue.
14. The area to be annexed receives parks and recreation service from the City of West Linn.

### **CONCLUSIONS AND REASONS FOR DECISION**

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the City and the District have agreed which entity will provide which aspects of sewer service to the area.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the West Linn Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT B



**SECTION 1: LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED**

A TRACT OF LAND SITUATED IN LOT 9, "BLAND ACRES", A PLAT OF RECORD IN CLACKAMAS COUNTY, OREGON, SAID TRACT BEING LOCATED IN THE NORTH 1/2 OF SECTION 35 AND THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 9, "BLAND ACRES" WITH THE EAST RIGHT OF WAY LINE OF WEATHERHILL ROAD (SAID BEGINNING POINT IS FURTHER DESCRIBED AS BEING LOCATED SOUTH 89°05'55" EAST 15.36 FEET FROM THE NORTHWEST CORNER OF SAID LOT 9); THENCE ALONG THE NORTH LINE OF SAID LOT 9 SOUTH 89°05'55" EAST 421.05 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO WILLIAM M. HARDY AND ETHEL N. HARDY, RECORDED AS DOCUMENT NUMBER 72-31847, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE EAST LINE OF SAID HARDY TRACT SOUTH 00°54'05" WEST 520.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED WEATHERHILL ROAD; THENCE ALONG SAID RIGHT OF WAY LINE (BEING PARALLEL WITH AND 15.00 FEET FROM THE CENTERLINE OF WEATHERHILL ROAD WHEN MEASURED IN A DIRECTION PERPENDICULAR THERETO) NORTH 62°01'43" WEST 388.25 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 11°27'07" WEST 352.15 FEET TO THE POINT OF BEGINNING.



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1634

DATE OF SIGNATURE: 9/19/18  
EXPIRES 12/31/2019



EXHIBIT C

POINT OF BEGINNING  
INTERSECTION OF NORTH LINE  
OF LOT 9, "BLAND ACRES" WITH  
THE EAST RIGHT OF WAY LINE  
OF WEATHERHILL ROAD

TAX LOT 1002  
MAP 2-1E-26D

LOT 5, "BLAND ACRES"

NORTHEAST CORNER OF TRACT  
DESCRIBED IN DEED TO WILLIAM M.  
HARDY AND ETHEL N. HARDY BY DEED  
RECORDED AS DOCUMENT NO. 72-31847

NORTHWEST  
CORNER OF LOT 9,  
"BLAND ACRES"

S89°05'55"E  
15.36'

S89°05'55"E 421.05'

NORTH LINE OF LOT 9,  
"BLAND ACRES"

N112°17'07"W 352.15'

TAX LOT 101  
MAP 2-1E-35B  
DOCUMENT NO. 2013-068372

S00°54'05"W 520.68'

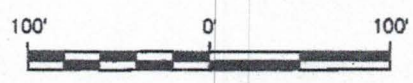
TAX LOT 100  
MAP 2-1E-35B

EAST LINE OF TRACT DESCRIBED IN  
DEED TO WILLIAM M. HARDY AND  
ETHEL N. HARDY BY DEED RECORDED  
AS DOCUMENT NO. 72-31847



N62°01'43"W 388.25'

WEATHERHILL ROAD  
(FORMERLY BLAND CIRCLE)  
(CO. RD. NO. 1637)



Scale: 1" = 100'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1634

DATE OF SIGNATURE: 9/19/18  
EXPIRES 12/31/2019

ANNEXATION EXHIBIT MAP

8118 Exh.dwg

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

LOCATED IN THE NORTH 1/2 OF SECTION 35  
AND THE SOUTH 1/2 OF SECTION 26, T.2S.,  
R.1E., W.M., CLACKAMAS COUNTY, OREGON



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**First Reading of Ordinance Number \_\_\_\_\_ Amending  
Chapter 8 (Business Regulation), Section 8.07, Alarm Systems**

<b>Purpose/Outcome</b>	To update the Alarm Ordinance to reduce false alarms, improve compliance, and to incorporate best practice enforcement standards
<b>Dollar Amount and Fiscal Impact</b>	Effective July 1, 2019, revised Alarm Program fees and fines went into effect. Please refer to the attachments for detailed amounts
<b>Funding Source</b>	Alarm permit fees and fines
<b>Safety Impact</b>	Amended language provides clarity for law enforcement response and obligations
<b>Duration</b>	Indefinite
<b>Previous Board Action/Review</b>	During a policy session on April 30, 2019 the Board of County Commissioners approved the proposed ordinance to be brought forward to a business meeting for a first reading
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keep our residents safe, healthy and secure
<b>Counsel Review</b>	County Counsel reviewed and edited prior drafts of the proposed amendments. The amended version of the ordinance brought before the Board has been fully vetted with County Counsel
<b>Contact Person</b>	Julie Rush, Alarm Program Coordinator, Sheriff's Office, (503) 785-5183 Scott Ciecko, Senior Legal Counsel, County Counsel (503) 742-5390
<b>Contract No.</b>	None

**BACKGROUND:**

Proposed revisions and additions were needed to account for enforcement limitations of the existing alarm ordinance, non-compliance of alarm users and new alarm technology. The proposed revisions and additions also encourage the accountability of alarm businesses to adopt best practices to assist with false alarm reduction.

**RECOMMENDATION:**

Staff respectfully requests that the Board accept the proposed ordinance as presented and permit that it be moved forward for a second reading.

Respectfully submitted,

*Craig Roberts*  
Craig Roberts,  
Sheriff

Attachments: 1) Current Ordinance; 2) Revised Ordinance; and 3) Alarm Program Fees and Fines Effective on 7/1/19

*"Working Together to Make a Difference"*

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[Chapter 8.07, Burglar Alarm Ordinance, codified by Ord. 05-2000, Amended by Ord. 05-2003, 3/13/03 is hereby repealed and replaced by Chapter 8.07 Alarm Permit, adopted by Ord. 01-2010, 1/28/10]

## **Chapter 8.07**

### **8.07 ALARM PERMIT**

#### **8.07.010 Purpose**

- A. The purpose of this chapter is to protect the efficient use of Clackamas County Sheriff emergency law enforcement services and to protect the public from unreasonable alarm noise and disturbance.
- B. The provisions of this chapter shall be administered by the Clackamas County Sheriff and shall apply only to Alarm Systems operated in unincorporated Clackamas County, unless otherwise permitted by law.

[Adopted by Ord. 01-2010, 1/28/10]

#### **8.07.020 Definitions**

- A. ALARM BUSINESS means a business by any individual, partnership, corporation or other entity, that sells, leases, maintains, services, repairs, alters, replaces, moves or installs, any Alarm System in or on any building, structure, dwelling or facility.
- B. ALARM SYSTEM means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an entry to a building, structure, dwelling or facility or other activity requiring urgent attention and to which emergency services are expected to respond.
- C. ALARM USER means the person(s), firm, partnership, association, corporation, company, organization of any kind, or public entity in control of any building, structure, dwelling or facility wherein an Alarm System is maintained.
- D. AUTOMATIC DIALING DEVICE means a device, which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or chapter signal an emergency message indicating a need for emergency response.
- E. FALSE ALARM means an alarm signal eliciting a response by emergency services when a situation requiring a response does not in fact exist. False Alarm does not include an alarm signal caused by uncontrollable conditions of nature or other extraordinary circumstances not reasonably subject to control by the Alarm Business or Alarm User.
- F. SHERIFF means the Clackamas County Sheriff or designee.

[Adopted by Ord. 01-2010, 1/28/10]

#### **8.07.030 Fines and Fees**

- A. Fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.
  - B. Fees must be paid upon demand and fines must be paid within 14 days of the date
-



of notice that a fine is due or the fine will double.  
[Adopted by Ord. 01-2010, 1/28/10]

**8.07.040 Alarm Permit Requirements; Violation; Suspension of Sheriff Emergency Services**

- A. No Alarm System shall be operated without an alarm permit issued by the Sheriff. Application for an alarm permit shall be made with the Sheriff and the applicant shall be the responsible party for purposes of enforcing this chapter.
  - B. A permit shall be issued to the property address of the Alarm System and bear the signature of the Sheriff. The permit shall be valid for one-year from the date issued unless suspended pursuant to this chapter.
  - C. An alarm permit shall be kept physically upon the premises using the Alarm System and shall be available for inspection by the Sheriff upon request.
  - D. An alarm permit fee is not required upon proof that a residential applicant is over 65 and is a primary resident unless a commercial business is conducted in or on the premises.
  - E. An alarm permit fee is not required when the Alarm User is a public entity and the permit issued shall not be subject to suspension.
  - F. It shall be a violation of this chapter to operate an Alarm System without a permit except as provided by this chapter. Within 14 days of a Notice of Violation an Alarm User must submit a permit application, and applicable fees and fines to the Sheriff. Failure to comply may suspend further Sheriff emergency law enforcement services to the subject address without further notice.
- [Adopted by Ord. 01-2010, 1/28/10]

**8.07.050 Automatic Dialing Device: Certain Interconnections Prohibited**

- A. It is a violation of this chapter for any person to program an Automatic Dialing Device to select a telephone line assigned to the County.
  - B. It is a violation of this chapter to fail to disconnect or to reprogram an Automatic Dialing Device which is programmed to select a telephone line assigned to the County within twelve (12) hours of notice that it is so programmed.
- [Adopted by Ord. 01-2010, 1/28/10]

**8.07.060 False Alarms and Permit Suspension**

- A. It shall be a violation of this chapter for an Alarm User to incur a False Alarm at the permit address during the alarm permit year. The fourth False Alarm in a permit year shall be cause to suspend the alarm permit for one year from the date of the last False Alarm
  - B. Following a fourth False Alarm within the permit year, the Sheriff will mail the permit applicant a Notice of Suspension which unless appealed in accordance with this chapter will be effective and final on the date of mailing without further notice.
  - C. The Sheriff may suspend law enforcement emergency response to an alarm at the permit address for the period of suspension or until a new permit is issued.
  - D. An alarm permit suspended under this chapter will prohibit reapplication at the
-



permit address for the term of the suspension period and until all fines have been paid, except upon new application and proof of transfer of ownership of the property.

[Adopted by Ord. 01-2010, 1/28/10]

#### **8.07.070 Appeal of Notice of Suspension**

- A. An appeal of Notice of Suspension of an alarm permit may be made by a permit applicant and must be received by the Sheriff within 14 days from the date of mailing of the notice. It must set forth an explanation why the permit should not be suspended, an explanation if any for the False Alarms to include supporting or mitigating information, and describe actions taken to eliminate a future False Alarm.
- B. The Sheriff will review a timely appeal and issue a written final determination setting forth reasons supporting the determination within 14 days from the date of receipt of the appeal. The final determination will be effective on the date issued and shall include information on the right of appeal.
- C. Appeal of a final determination may be taken exclusively by writ of review in the manner set forth in ORS 34.010 to ORS 34.100.

[Adopted by Ord. 01-2010, 1/28/10]

#### **8.07.080 Continuous Alarm as Public Nuisance; Disconnection Of Alarm**

Any bell, horn, or siren used in conjunction with an Alarm System which can be heard outside a building, structure, dwelling or facility for more than fifteen (15) minutes continuously or intermittently and the Alarm User is not readily available or able to silence the device, is a public nuisance and may be disconnected or otherwise silenced by responding law enforcement personnel. Disconnection may be made by such means as is reasonably necessary to silence the alarm. The Alarm User shall be solely responsible for property damage associated with disconnecting or silencing the alarm, and costs of reconnection. [Adopted by Ord. 01-2010, 1/28/10]

#### **8.07.090 Allocation Of Revenues And Expenses**

All fees and fines collected pursuant to this chapter shall be set aside solely for the administration of this chapter. The Sheriff shall maintain records sufficient to identify the sources and amounts of that revenue. [Adopted by Ord. 01-2010, 1/28/10]

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# CHAPTER 8.07: ALARM SYSTEMS

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## 8.07.010 Purpose and Scope

A. The purpose of this chapter is to reduce the number of false alarms from private alarm systems by requiring alarm users and alarm businesses to retain responsibility for maintaining the mechanical reliability and the proper use of alarm systems to prevent unnecessary emergency response to false alarms and thereby protect emergency response capabilities of Clackamas County from misuse.

B. This chapter governs systems intended to summon a public safety response, authorizes fees and fines, establishes a system of administration, sets conditions for the suspension of public safety response and establishes a public education and training program.

C. The provisions of this chapter shall be administered by the Clackamas County Sheriff and shall apply only to alarm systems operated in unincorporated Clackamas County, unless otherwise permitted by law. [Adopted by Ord. 01-2010, 1/28/10]

## 8.07.020 Definitions

**ALARM ADMINISTRATOR** means the person or persons designated by the Sheriff's Office to administer the provisions of this chapter.

**ALARM BUSINESS** means the business by any individual, partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any alarm system in or on any building, structure or facility. Alarm businesses also include any person, business, or organization that monitors security alarm systems and initiates alarm dispatch requests.

**ALARM USER** means any person who has contracted for monitoring, repair, installation or maintenance service for an alarm system from an alarm installation company or monitoring company, or an individual or business who purchases, installs (see DIY), or self-monitors (see MIY) an alarm system which is not professionally monitored, maintained or repaired under agreement with an alarm business.

**ALARM USER AWARENESS CLASS** means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

**ALARM SITE** means a structure or portion thereof served by a single security alarm system. In a multi-tenant building or complex, each portion of the structure or complex having its own security alarm system is considered a separate alarm site.

**ALARM SYSTEM** means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, arranged to identify the occurrence of an illegal entry or other activity intended to summon public safety response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes local alarm systems. This does not include an alarm installed in a motor vehicle or a system which will not emit a signal, either audible or visible, from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

**AUTOMATIC DIALING DEVICE** means a device connected to a telephone line or internet connection programmed to select a predetermined telephone number or internet location (URL address) and transmit by voice message or code signal an emergency message indicating a need for emergency response.

**DIY SYSTEM** (Do it yourself) means an alarm system installed by an alarm user.

**ENHANCED CALL CONFIRMATION (ECC)** means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user and/or the alarm user's designated representatives by telephone and/or other electronic means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting a burglar alarm dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

**FALSE ALARM** means an alarm signal, eliciting a response by law enforcement when a situation requiring a response by law enforcement does not in fact exist. An alarm is not considered false if there are signs of forced or attempted entry, is caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.

**FALSE ALARM RESPONSE** means response to an alarm dispatch request by law enforcement where, in the opinion of responding law enforcement, no evidence of criminal activity or attempted forced entry is present that can be reasonably attributed to the alarm activation. Additionally, when law enforcement is unable to determine if evidence of a criminal offense or attempted criminal offense is present because of inaccessibility of the alarm site, the response is presumed to be a false alarm, and is subject to false alarm fines.

**MIY SYSTEM** (monitor it yourself) means the monitoring of an alarm system by the alarm user.

**MONITORING** means the process an alarm business uses to keep watch on alarm systems; to receive alarm activation signals from alarm systems; to verify alarm activations; to relay alarm dispatch requests to the emergency dispatch center for the purpose of summoning law enforcement response to an alarm site; and to cancel alarm dispatch requests.

**PERMIT YEAR** means a 12-month period beginning on the day and month on which an alarm permit is issued.

**PRIMARY RESIDENT** means [owner of a residential property as identified by the Clackamas County Assessor's office](#) [an alarm user who lawfully occupies an alarm site as an owner, tenant, or holder of other right to occupy the property.](#)

**REVOKED OR REVOCATION** means the cancellation of a permit because the alarm user has failed to renew their permit and/or has unpaid fees or fines. Revocation will result in non-response to alarm calls by law enforcement for up to one year from the date of revocation.

**REINSTATEMENT** means the alarm user has obtained or renewed the required alarm permit, has paid all associated fees and fines and/or has prevailed on an appeal.

**RUNAWAY ALARM** means an alarm system that produces repeated alarm signals from the same zone that do not appear to be caused by separate human action.

**SUSPENSION** means the termination of public safety response to alarms at a specified alarm site as a result of violations of this ordinance.

**UNMONITORED ALARM SYSTEM** means an alarm system that is not actively monitored by an alarm business and whose function is to evoke law enforcement response by means of a generally audible or visible signal, or the alarm user.

**VERIFY** with reference to the monitoring of an alarm system, means an attempt by the alarm company, or its representative, to contact the alarm site and responsible party (parties) by telephonic or other electronic means, whether or not actual contact with a person(s) is made, before requesting law enforcement response, in an attempt to avoid false alarms.

**VIDEO VERIFICATION** An electronic picture, pictures or images viewing an area of the protected premises from which an alarm signal has been received which permits monitoring business personnel or an alarm user to view the area which has an alarm to verify an emergency condition exists or alternately that no emergency appears to exist.

### **8.07.030 Alarm Sites Must be Registered**

A. Law enforcement response to private security alarm sites in unincorporated Clackamas County without corroboration of the need for law enforcement services is a privilege available only to those alarm users who have alarm systems registered with the Clackamas County Sheriff's Office and have obtained the required permit. In order to ensure sufficient law enforcement resources remain available to properly respond to all calls for service, the Clackamas County Sheriff's Office will respond to alarm calls that are not verified only at alarm sites where valid permits have been issued.

B. It shall be a violation of this chapter to operate an alarm system without a permit. The alarm user shall be the responsible party for purposes of enforcing this chapter. Within fourteen (14) days of a Notice of Violation an alarm user must submit a permit application, and applicable fees and fines to the Sheriff.

Failure to comply-obtain or maintain a valid permit may will also result in the Sheriff's Office suspending further Sheriff emergency-law enforcement services-responses to unverified alarm calls at the alarm site. -subject address.

### **8.07.040 Permit Terms and Fees**

A. Alarm permits are valid for one year from the date of issuance.

B. Alarm permits are issued to a person or persons (alarm user) having ownership or control of an alarm site (e.g., home owner, business owner, ~~renter~~tenant, leaseholder, etc.).

C. Alarm permits are issued to a specific alarm user and alarm site until a change of ownership or control of the alarm site occurs.

D. Alarm permits are non-transferable. A new alarm permit must be obtained whenever there is a change of ownership or ~~control~~occupancy of an alarm site.

E. An alarm permit fee is not required upon proof that a residential applicant is over 65 and is a primary resident unless a commercial business is conducted in or on the premises.

F. An alarm permit fee is not required when the alarm user is a public entity (e.g., public schools, US Postal Service, City or County offices, law enforcement and fire agencies) and the permit issued shall not be subject to suspension.

G. On receipt of the permit application and applicable fees, the alarm administrator (or designee) shall issue an alarm permit.

H. An alarm permit shall be posted at the alarm location and must be visible to responding law enforcement.

I. Alarm permits may be renewed under the following conditions:

1. The alarm site has no unpaid fines;

2. The permit is not suspended for excessive false alarms;
3. The permit is not revoked; and
4. The alarm user updates the registration information, or verifies that the existing information is current.

### **8.07.050 Duties of the Alarm User**

A. An alarm user shall maintain the alarm site and the alarm system in good operating condition and free of false alarms. In addition, the alarm user shall ensure that all persons with access to the premises have an adequate understanding of the alarm system to prevent an unintended activation.

B. An alarm user shall make every reasonable effort to arrive at (or arrange for a designated, responsible person to arrive at) the alarm system's location within thirty (30) minutes after being requested by the monitoring company or law enforcement to:

1. Deactivate the alarm system;
2. Provide access to the alarm site; and/or
3. Provide alternative security for the alarm site.

C. An alarm user shall provide updated names and contact phone numbers to the alarm monitoring company of at least two (2) individuals who are able and have agreed to:

1. Receive notification of an alarm system activation at any time;
2. Respond to the alarm site at any time; and
3. Provide access to the alarm site and deactivate the alarm if necessary.

D. An alarm user must report their assigned permit number to their monitoring company.

E. An alarm user may not activate an alarm system for any reason other than an occurrence of an event that the alarm system was intended to report.

F. An alarm user may not use automatic voice dialers.

G. An alarm user must notify the monitoring company of the alarm site of any suspension of law enforcement response (as provided under this chapter) and request that the monitoring company not make a burglar alarm dispatch request.

H. An alarm user is responsible for obtaining and annually renewing the alarm permit.

I. An alarm user is financially responsible for paying fees and fines as outlined in this ordinance.

### **8.07.060 Duties of Alarm Installation and Monitoring Companies**

A. An alarm business shall take reasonable measures to prevent the occurrence of false alarms, and will take corrective action following a third (3<sup>rd</sup>) false alarm activation (in a permit year) with the alarm user.

B. The alarm installation company shall provide written and oral instructions to each of its alarm users regarding the proper use and operation of their alarm system, specifically to include all instructions necessary to arm and disarm, and how to cancel an unintended alarm activation.

C. Alarm installation companies shall not install or issue a device to activate a hold up alarm, which is single action, non-recessed button.

D. An alarm installer or monitoring company must not use automatic voice dialers.

E. Each alarm installing company and alarm monitoring company shall designate one individual who has the knowledge and authority to address false alarm issues and respond to requests from the alarm administrator. The name, phone number and email address of this individual must be provided to the alarm administrator and be annually updated.

F. A monitoring company shall:

1. Not make an alarm dispatch request of a law enforcement agency in response to a burglary alarm signal, excluding panic, duress and hold up signals, during the first seven (7) days following an alarm system installation.
2. Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Verification shall require, as a minimum, that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in the case of a panic, duress, hold up or robbery, or in cases where a crime-in-progress has been verified.
3. When requesting law enforcement response to an alarm site, provide information which may include, but is not limited to, the following information:
  - a. The alarm site permit number;
  - b. The location of the alarm activation to include all additional address identifiers (suite number, apartment number, unit number, etc.); and/or
  - c. The type of alarm activation (burglary, panic, motion, etc.) and the identification of the alarm signal (north, south, front door, back slider, etc.).

G. Transmitted video images should show obvious criminal event-in-progress prior to dispatching law enforcement resources. A person merely seen on video does not establish criminal intent or activity. If transmitted images do not show an obvious criminal event-in-progress the standard verification process of calling the premises and authorized key holders must be undertaken.

H. A monitoring company shall fully inform and caution the Clackamas County Department of Communications (CCOM) dispatcher at the time the initial request is made, of known precautions responding law enforcement personnel must take to avoid incurring injury.

I. A monitoring company, after receiving notice from the alarm administrator that an alarm user's registration status is that of non-registered, shall not make a burglar alarm dispatch request from that alarm user until the required permit has been issued and the alarm user has provided the permit number to the company.

### **8.07.070 False Alarms**

It shall be a violation of this chapter for an alarm user to incur a false alarm at the permit address during the alarm permit year. The fourth (4<sup>th</sup>) false alarm in a permit year shall be cause to suspend the alarm permit for one year from the date of the last false alarm.

### **8.07.080 Fees and Fines**

A. Fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.

B. A late charge may be imposed if fines and fees are not paid within thirty (30) days after the invoice is mailed.

C. The alarm administrator may assess the alarm user a fine for a false alarm occurring at the alarm user's alarm site.

D. The alarm location may be suspended from law enforcement response if the alarm user has failed to make a timely payment of a fee or fine assessed under Section 8.07.100 (A)(3) of this chapter.

E. Additional fines may be imposed to the person(s) operating an unregistered alarm system that results in a dispatch request to an alarm activation.

F. If cancellation of law enforcement response occurs prior to their arrival at the alarm site *within 10 minutes of the initial request*, the response is not considered a false alarm and no false alarm fine will be assessed.

G. The alarm installation company shall be assessed a fine if responding law enforcement determines that an on-site employee of the alarm installation company directly caused the false alarm. In this situation, the false alarm will not be counted against the alarm user.

H. The monitoring company shall be assessed a fine for failure to verify alarm system signals as specified in Section 8.07.060 (F) (2) of this chapter.

I. A fine shall be assessed if an alarm business makes a false statement concerning the inspection of an alarm site, the performance of an alarm system, or a call confirmation log.

J. A fine shall be assessed if a monitoring company continues to request law enforcement response to a runaway alarm at an alarm site that has received four (4) or more alarm signals in a permit year from a singular zone where the alarm site has been suspended for excessive false alarms.

K. Notice of the right of appeal under this chapter will be included with notice of any fine.

L. The alarm administrator may offer a one-time waiver for the false alarm fine for the first chargeable false alarm during the alarm user's 1-year registration period, pending the successful completion of the online alarm user awareness class available through the alarm administrator. In order to have the fine waived, the alarm user shall have successfully completed the class within 30 days of the fine notice. Alarm users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the alarm user awareness class shall be allowed for mail delivery.

M. In the event that fines and fees assessed are not paid in full per the guidelines set forth in this chapter, Clackamas County reserves the right to assign the debt for collection.

### **8.07.090 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm**

A. Any bell, horn, or siren used in conjunction with an alarm system which can be heard outside a building, structure, dwelling or facility for more than fifteen (15) minutes continuously or intermittently and the alarm user is not readily available or able to silence the device, is a public nuisance and may be disconnected or otherwise silenced by responding law enforcement personnel. Disconnection may be made by such means as is reasonably necessary to silence the alarm. The alarm user shall be solely responsible for property damage associated with disconnecting or silencing the alarm, as well as, the costs of reconnection. The County, its employees or agents shall not be responsible or liable for damage resulting from such a disconnection.



## 8.07.100 Suspension of Response

A. The alarm administrator may suspend law enforcement response to [unverified alarm calls at](#) an alarm site if it is determined that:

1. The alarm user has four (4) or more false alarms during a permit year;
2. There is a statement of a material fact known to be false in the alarm permit application.
3. The alarm user has failed to make timely payment of a fee or fine assessed under Section 8.07.080 of this chapter; or
4. An appeal request has been denied for failure to provide adequate documentation as to the cause of the violation and the corrective action taken.

B. Unless there is separate indication that there is a verified crime in progress, law enforcement may refuse response to an alarm dispatch request at an alarm site for which the alarm permit is revoked or suspended.

C. The alarm administrator may again suspend law enforcement response to a reinstated alarm site by again revoking or suspending the alarm registration if it is determined that two (2) false alarms have occurred within sixty (60) days after the reinstatement date.

## 8.07.110 Appeals

A. If the alarm administrator assesses a fee or fine, suspends an alarm registration or denies the issuance, renewal or reinstatement of an alarm permit, the alarm administrator shall send notice of the action and a statement of the right to appeal to the affected alarm user or alarm business.

B. The alarm user or alarm business may appeal any action described above to the Sheriff, or their designee(s), within twenty-one (21) days from the date of the notice. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

C. The procedure for an appeal to the Sheriff, or their designee(s), is as follows:

1. The alarm user or alarm business submits a written request and provides supporting and mitigating information for appeal as outlined in the appeal guidelines provided in the Notice of Right to Appeal.
2. The Sheriff, or designee(s) will review the appeal within thirty (30) days after receipt of the request and will consider the evidence submitted by the appealing party. The Sheriff, or designee(s), will base its review of the decision by a preponderance of evidence and will render a decision within fifteen (15) days after the date of the review. The decision shall affirm or reverse the decision or action taken by the alarm administrator. The decision of the Sheriff, or designee(s), shall be the final determination [of the County](#) in the matter.
3. Filing of an appeal stays the payment for a fee or fine until the appeals process has been exhausted. Any false alarms accrued following the suspension date will be added to the total count at the maximum fine rate.
4. Appeal of a final determination of the County may be taken exclusively by writ of review in the manner set forth in ORS 34.010 to ORS 34.100.

D. The alarm administrator or designee(s), may adjust the count of false alarms or assessed fees based upon:

1. Evidence that a false alarm was caused by action of a communications services provider (i.e., telephone, cellular, cable company);
2. Evidence that a false alarm was caused by a power outage of more than 4 hours or severe weather such as a tornado, earthquake, or excessive winds where a high wind warning has been issued and measured by a local, recognized weather monitoring station (sustained winds of 40 mph or greater).
3. Evidence that an alarm dispatch request was not a false alarm.

E. The alarm administrator may waive all or part of a false alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

### **8.07.120 Reinstatement**

A. A person whose alarm permit has been revoked or suspended may, at the discretion of the Sheriff's Office, have the alarm permit reinstated by the alarm administrator if the alarm user has:

1. Paid a reinstatement fee;
2. Paid or has otherwise resolved, all outstanding fees and fines; or
3. Had an appeal approved and has paid any outstanding fees and/or fines.

### **8.07.130 Confidentiality**

[Clackamas County will strive to ensure confidentiality of information submitted by permit applicants and holders and will disclose such information only to the extent required by law.](#)

### **8.07.140 Allocation of Revenues and Expenses**

All fees and fines collected pursuant to this chapter shall first be set aside solely for the administration of this chapter. Funds collected beyond the requirement of the administration of the alarm chapter shall be used to reimburse the Clackamas County Sheriff's Office Patrol Division as a means of cost recovery for public safety response. The Sheriff shall maintain records sufficient to identify the sources and amounts of that revenue.

### **8.07.150 No Duty to Respond**

Alarm registration is not intended to, and does not create a contract, duty, obligation or relationship, between the Clackamas County Sheriff or Clackamas County and the alarm user or alarm business, ~~to~~ [nor does it guarantee law enforcement response](#) ~~response~~ to any alarm [call when there is no other indication of the existence of an actual emergency](#). Any and all liability and consequential damage resulting from failure to respond to an alarm dispatch request is hereby disclaimed and immunity as provided by law is retained. By applying for an alarm permit, the alarm user acknowledges that alarm response may be influenced by the availability of law enforcement [resources](#), priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

### **8.07.160 Severability**

The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

July 18, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County, for the Human Immunodeficiency Virus (HIV) Early Intervention and Outreach (EIO) project.

<b>Purpose/Outcomes</b>	To implement a regional approach to ending the HIV epidemic including Washington, Multnomah and Clackamas Counties.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$482,189. Bringing the contract value to \$884,087.68
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority via a joint grant with Multnomah County. No County General Funds are involved.
<b>Duration</b>	Effective January 1, 2019 and terminates on December 31, 2019
<b>Previous Board Action</b>	No previous board actions have been taken
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on June 24, 2019
<b>Contact Person</b>	Richard Swift, Interim Public Health Director – 503-650-5694
<b>Contract No.</b>	8810-01

**BACKGROUND:**

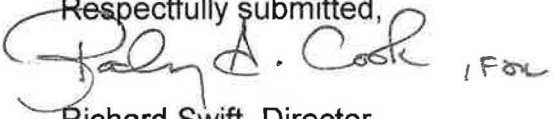
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County, for the HIV Early Intervention and Outreach project. CCPHD, Washington County, and Multnomah County partnered to apply for the Early Intervention and Outreach (EIO) Grant. The grant was awarded with Multnomah County being the lead. The grant is a 5 year venture, the funds are passed through to CCPHD annually. The scope is to implement a regional approach to ending the HIV epidemic through education and access to medical care to identified individuals of HIV and other sexually transmitted diseases.

This Amendment provides the funds for CCPHD to continue its participation in the regional approach to ending the HIV epidemic. Amendment #1 adds \$482,189., bringing the contract value to \$884,087.68. This Amendment is effective January 1, 2019 and continues through December 31, 2019. This Amendment is retro-active due to Multnomah County delayed delivery to CCPHD.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Sally A. Cook". To the right of the signature, the word "For" is written in a smaller, simpler font.

Richard Swift, Director  
Health, Housing, and Human Services

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT #1**  
(Amendment to change Contract provisions during contract term.)

**Contract Number: HD-IGA-E-690-2018-conv**

This is an amendment to Multnomah County's Contract referenced above effective Monday, January 01, 2018 between Multnomah County ("County") and CLACKAMAS COUNTY, acting by and through its Department of Health and Human Services Public Health Division, ("CCPHD"), referred to collectively as the "Parties".

The Parties agree as follows:

- 1. The following changes are made to Contract No.HD-IGA-E-690-2018-conv, effective Monday, January 01, 2018

The contract number HD-IGA-E-690-2018-conv replaces the previous contract number 4400003907.

Amendment #1 adds the first renewal term, January 01, 2019 to December 31, 2019.

The maximum amount of the covered period of January 1, 2019 to December 31, 2019, including expenses, shall not exceed\$482,189 in accordance with the approved budget and/or price schedule, and the Contractor agrees to use its best efforts to perform the Work specified and all obligations under this Contract within such Contract ceiling price.

An amended Statement of Work is attached to this contract and replaces all previous versions.

An amended Attachment A is attached and has been renamed as "State of Oregon IGA Agreement Number 155916 and First Year Amendment". This amended Attachment A replaces all previous versions.

- 2. All other terms and conditions of the Contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

**CLACKAMAS COUNTY:**

County Chair or Designee: Deborah Kafony

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

Date: 7/2/19

Print Name: Richard Swift

Dept Director or Designee: N/A

Title: Director, Health, Housing and Human Services

Date: N/A

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

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By /s/ Robert Sinnott  
Assistant County Attorney

Approved as to form by: /S/ Kathleen J. Rastetter

Date: Electronic approval 6/25/2019

Date: June 24, 2019



# CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** HD-IGA-E-690-2018- **Amendment** 1  
conv

is ready for your signature.

**STEP 1:** Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 –Independent Contractor (Complete section A **OR** B if it applies)
- Exhibit 4 – Workers’ Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Exhibit 7 – Criminal History Records Check Certificate
- ARRA EEO
- Other:

**STEP 2:** Return the following documents to the County:

- A **complete copy** of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- **Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.**

Return the documents by one of the following methods:

Scan and email the Contract to: [centralcontracts@multco.us](mailto:centralcontracts@multco.us)

**OR**

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing  
ATTN: Contracts  
501 SE Hawthorne Blvd., Suite 125  
Portland, Or 97214

**STEP 3:** No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Emilie Schulhoff 503-988-7539 [emilie.g.schulhoff@multco.us](mailto:emilie.g.schulhoff@multco.us)

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Anne Nguyen 503-988-7505

Email: [anne.nguyen@multco.us](mailto:anne.nguyen@multco.us)

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the City of Lake Oswego for providing Medical Direction for the Lake Oswego Fire Department and Communications Center

<b>Purpose/ Outcomes</b>	This Agreement provides medical direction for the Lake Oswego Fire Department and Communications Center.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value is \$54,000.
<b>Funding Source</b>	Emergency Medical Services Coordination. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2019 and terminates on June 30, 2023
<b>Previous Board Action</b>	The Board of County Commissioners previously reviewed this agreement on June 26, 2013 agenda item 062913-A10, June 05, 2014 agenda item 060514-A2, June 25, 2015 agenda item 062515-A4, July 7, 2016 agenda item 070716-A1, June 29, 2017 agenda item 062917-A1, and July 12, 2018 agenda item 071218-A1
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on April 24, 2019
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Program Manager – (503) 742-5956
<b>Contract No.</b>	9222

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with the City of Lake Oswego to provide Medical Direction for the Lake Oswego Fire Department and Communications Center. This Agreement provides medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) such as, developing a program to ensure LOFD meets state requirements and to establish performance standards. This agreement will ensure that LOFD first responders meet requirements and protocols for the provision of Emergency Medical Services care.

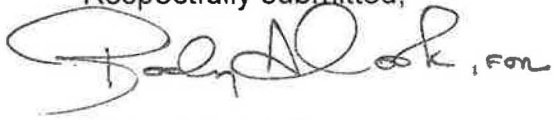
This Agreement has a maximum value of \$54,000. This Agreement is effective July 1, 2019 and continues through June 30, 2023.



**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by the initials "R.S." and a small mark.

Richard Swift, Director  
Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND  
THE CITY OF LAKE OSWEGO**

Contract # 9222

I. Purpose

- A. This Agreement is entered into between Clackamas County (County) and the City of Lake Oswego (City) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) and Lake Oswego Police Department (LOPD).

II. Scope of Cooperation

A. County agrees to:

- 1. Assign a mutually agreed upon physician to provide Medical Director Services to LOFD and LOCOM, and to perform the services listed in items 2 through 4 below.
- 2. Meet with LOFD personnel on a mutually agreed upon schedule to develop a program to:
  - a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
  - b. Evaluate each EMS Provider's skill performance annually.
  - c. Provide case reviews.
  - d. Provide round table, or other agreed upon educational activity, on a quarterly basis.
  - e. Oversee and direct training courses.
  - f. Oversee and direct a quality improvement program.
- 3. Provide medical direction and approval of Priority Dispatch Cards and case reviews for LOCOM dispatchers.
- 4. Oversee the maintenance, use, and documentation of all Automatic External Defibrillators (AEDs) provided for use by the City of Lake Oswego, in accordance with Federal and State regulations.
- 5. Provide contact information so that LOFD personnel can contact assigned Medical Director (or designee) in a timely manner.
- 6. Work in partnership with LOCOM, CCOM and other relevant stakeholders on advancing efforts to achieve accreditation through the International Academy of Emergency Medical Dispatch. Assure that the County's contracted private ambulance services provider is also available to provide technical assistance and additional support.

B. City agrees to:

1. Meet with County personnel on a mutually agreed upon schedule to develop and maintain a program to:
  - a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
  - b. Evaluate each EMS Provider's skill performance annually.
  - c. Provide case reviews.
  - d. Oversee and direct training courses.
  - e. Oversee and direct a quality improvement program.
  
2. Provide an EMS Coordinator to:
  - a. Coordinate training exercises and skill monitoring.
  - b. Maintain a computerized CQI database of all procedures and relevant training for all EMS providers.
  - c. Coordinate case reviews and necessary training for LOCOM dispatchers.
  - d. Provide periodic reports to guide training efforts.
  - e. Organize the classes and locations, obtain instructors, and will notify Medical Director at least two (2) months in advance of the class as to Medical Director's role in said courses.
  
3. City further agrees to the following regarding the authority of the Medical Director:
  - a. The City will not permit its EMS Providers to practice at a level other than that approved by Medical Director.
  - b. LOFD personnel will not practice under the medical direction or protocol of any physician other than the one assigned by mutual agreement with the exception of on-line medical control or direct in-person physician supervision provided during patient encounters.
  - c. As per ORS 682.245, Medical Director has the final decision with respect to the standing orders and written authorization to provide EMS care by LOFD Department personnel.
  - d. Medical Director may require specific remedial action to correct deficiencies noted in the continuous quality improvement process, or identified violations of federal, state and local laws or regulations.
  - e. County is not an employer of its EMTs, and City acknowledges that no employment relationship exists between County and the EMTs employed by the City.
  
4. Work in partnership with the County, CCOM, County's contracted private ambulance service provider and other relevant stakeholders on advancing efforts to achieve accreditation through the International Academy of Dispatch.

III. Compensation

- A. City will pay to County an amount not to exceed \$54,000.00 for services described in section II  
 A. Payments shall be requested and made as follows:

July 1, 2019 – June 30, 2020	Monthly payments of \$1,050 will be requested by invoice from County.
July 1, 2020 – June 30, 2021	Monthly payments of \$1,100 will be requested by invoice from County.
July 1, 2021 – June 30, 2022	Monthly payments of \$1,150 will be requested by invoice from County.
July 22, 2022 – June 30, 2023	Monthly payments of \$1,200 will be requested by invoice from County.

Payment will be made by City within 30 days of receipt of invoice.

- B. All checks shall be made payable to Clackamas County and mailed to the following address:

Clackamas County Public Health Division  
Attn: Sherry Olson, Accounts Receivable  
2051 Kaen Road  
Oregon City, OR 97045

IV. Liaison Responsibility

Liaison from City will be:

Don Johnson, Chief, Lake Oswego Fire Department  
PO Box 369, Lake Oswego, OR 97034  
(503) 697-7410  
[djohnson@ci.oswego.or.us](mailto:djohnson@ci.oswego.or.us)

Liaison from County will be:

Philip Mason-Joyner  
2051 Kaen Road, Suite 367, Oregon City, OR 97045  
(503) 742-5956  
[PMason@clackamas.us](mailto:PMason@clackamas.us)

V. Other Terms

- A. Compliance with Laws. County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.
- D. Indemnification and Hold Harmless. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- E. Notice of Litigation. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- F. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

VI. Term of Agreement

- A. The term of this agreement is a period beginning July 1, 2019 and ending June 30, 2023. City may elect to renew this Agreement upon the same terms and conditions for additional one-year periods. Renewal shall occur upon written notice to County not sooner than 120 days nor later than 60 days prior to the completion date stated above, and the same date of each year thereafter for which the Agreement is renewed.

VII. Termination

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

This agreement consists of seven (7) sections.

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

**CITY OF LAKE OSWEGO**



\_\_\_\_\_  
Scott Lazenby, City Manager

\_\_\_\_\_  
June 13, 2019

Date

\_\_\_\_\_  
380 A Avenue

Street Address

\_\_\_\_\_  
Lake Oswego, Oregon 97034

City/State/ZIP

\_\_\_\_\_  
Phone Number

/ Email

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director

Health, Housing, and Human Services

\_\_\_\_\_  
Date

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

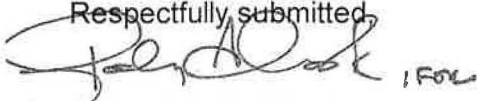
Approval of an Intergovernmental Agreement with the  
Housing Authority of Clackamas County and the Community Development Division for the  
Arbor Terrace Apartments Roofing Project

<b>Purpose/ Outcome</b>	The Agreement will allow for the Community Development Division to work with the Housing Authority of Clackamas County (HACC) to remove the existing residential roofing materials at the Arbor Terrace Apartments in the City of Molalla. This project is needed to replace 26 year old roofing materials. This work will rehabilitate seven residential units, one laundry building, and two other non-residential buildings (in order of importance). The work will occur at 127 N. Cole Avenue.
<b>Dollar Amount and Fiscal Impact</b>	Community Development Block Grant Funds in the amount of \$130,000. HACC will provide an estimated \$30,000 dollars for the project. The total allocated funds for the project will be \$160,000 dollars. No County General Funds will be used for this project.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
<b>Duration</b>	August to October 2019
<b>Previous Board Action/ Review</b>	CDBG Action Plan approved May 11, 2017
<b>Strategic Plan Alignment</b>	1. Provide sustainable and affordable housing. 2. Ensure safe, healthy and sure communities.
<b>Counsel Review</b>	Reviewed and approved on July 3, 2019.
<b>Contact Person(s)</b>	Steve Kelly – Community Development Division: 503-650-5665 Richard Malloy – Housing Authority of Clackamas County: 503-650-3128
<b>Contract No.</b>	H3S 9382

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the Housing Authority of Clackamas County for the Arbor Terrace Apartments Roofing Project. The Agreement determines the roles of HACC and the County regarding contract administration, project management, permitting the work, as well as duties regarding federal requirements for the construction project.

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

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

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





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

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the Housing Authority of Clackamas County (“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 County, by and through its Community Development division, and Agency intend to engage in a project (the “Project”) to demolish existing residential roofing materials and improve ten (10) site structures (six apartment buildings, one site manager’s dwelling, one laundry building, one gazebo, and one storage building) at real property owned by Agency and described as 127 N. Cole Avenue, Molalla, Oregon (“Property”).

The work to be performed as part of the Project includes the following: new roofing, replacement of roofing plywood sheathing as needed, new membrane material, roofing nails, and new roof vents.

The County will provide partial funding for the Project, and will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. Agency will be responsible for matching a certain percentage of the total Project cost, as detailed in this Agreement, and will coordinate with County and any third party the County contracts with to complete the Project. The Project is named the Arbor Terrace Rehabilitation Roofing Project.

The Project meets the U.S. Department of Housing and Urban Development Office (“HUD”) requirements for a National Objective, by using federal Community Development Block Grant (“CDBG”) funds to improve low-to-moderate income housing. The residents that occupy the apartment buildings are low income families. All six (6) apartment buildings are rental housing.

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

**TERMS**

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, whichever is sooner.
2. **Scope of Work.** The parties agree to perform the services and other tasks identified in the Scope of Work attached hereto as Exhibit A.
3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development (“HUD”), Community Development Block Grant (“CDBG”) funds toward

the Project at the sum not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) (“CDBG Funds”) for accomplishing the Work required by this Agreement. The CDBG funds allocated for the Project will be paid directly to any contractor hired by County to perform the Work (“Contractor”) upon full execution of a construction contract. Subject to appropriation by the Board of Commissioners for the Housing Authority of Clackamas County, the Agency agrees to pay all expenses in excess of the CDBG Funds including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The County will not pay for 100% of a Construction Project using CDBG funds. The County has adopted the strategy of requiring Agencies (public and private) to provide a minimum 20% Match Contributions for a Construction Project. This financially supports the full funding of proposed Construction Projects. Match Contributions become part of the Project, subject to the County’s review and approval. The Agency may submit Match Expenditures as part of their 20% contribution toward the Project’s costs. Match Expenditures may include the following: assigned Agency staff time (hourly rate and benefits), materials, purchased products and equipment owned or rented by the Agency.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$160,000 dollars. If, following receipt of construction bid proposals as part of the County’s public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and Agency agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

4. **Payment.** The Contractor will submit monthly invoices jointly to the Agency and County for work performed to complete the Project and shall include the total amount billed to date prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to the Contractor directly following the County’s review and approval of invoices submitted. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. The County CDBG funds will be used first to pay the Contractor. The Agency funds will be used second to pay the Contractor. Once the County has expended all of the CDBG funds allocated for the Project, the Agency will pay the County the balance of budgeted funds for the Project, as a reimbursement for funds above the CDBG funds. The County will invoice the Agency for the balance of the Construction Project funds within 30 days of the completed Work. The County will reconcile all Construction Project funds through the completion of the Work. The County will not pay, any amount in excess of the maximum compensation amount above the Construction Contract Amount.
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 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 for convenience upon thirty (30) days written notice to the other party. The County and Agency will work together to avoid terminating the Agreement to construct the Project, by bidding the Project, receiving and reviewing the bid amounts. If the County receives bids that are above the allocated budgeted funds, the County and Agency will jointly decide to not move forward with the Construction Project. The County will send out notice to Contractors that bids are all above the budgeted funds and the Project will be canceled.
- B. Either the County or the 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 that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the 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.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Steve Kelly or their designee will act as liaison for the County.

**Contact Information:**

Clackamas County Community Development Division  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045

Richard Malloy or their designee will act as liaison for the Agency.

**Contact Information:**

Housing Authority of Clackamas County  
13930 S. Gain Street  
Oregon City, OR 97045

## 10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and 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 persona jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** 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/ or copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.



- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** 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. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

- M. **Survival.** All provisions in sections 7 and 10(A), (C), (H), and (J) shall survive the termination of this Agreement, and all other rights and obligations which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither 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, both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.
- Q. **Confidentiality.** Agency 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 Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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.

[Signatures on Following Page]



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

**Clackamas County**

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

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services  
Department

\_\_\_\_\_  
Date

**Housing Authority of Clackamas County**

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

\_\_\_\_\_  
Jill Smith, Director  
Housing Authority of Clackamas County

\_\_\_\_\_  
Date

**County Counsel**

\_\_\_\_\_  
Approved to Form

\_\_\_\_\_  
Date

## Exhibit A

### SCOPE OF WORK

#### **Agency Responsibilities:**

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

9. The Agency shall complete and submit a Performance Measures Report following completion of the Project, attached as Exhibit B-1 and incorporated by reference.
10. The Agency shall complete and submit a Matching Funds Report following completion of the Project, attached as Exhibit B-2 and incorporated by reference.
11. The Agency shall complete and submit Community Development Block Grant Annual Performance Report following the completion of the Project, attached as Exhibit B-3 and incorporated by reference. Below are the HUD Income Limits for the families of this property and Project:

HUD 2019 Annual Income Limits for the Portland-Vancouver Metropolitan Area								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$30,800	\$35,200	\$39,600	\$43,950	\$47,500	\$51,000	\$54,500	\$58,050
Low Income	\$49,250	\$56,250	\$63,300	\$70,300	\$75,950	\$81,550	\$87,200	\$92,800

12. The Agency shall comply with the requires following completion of the Project, Change of Use, Excerpt from 24 CFR 570.505, use of real property, attached as Exhibit B-4 and incorporated by reference.
13. Upon completion of the Project, the Agency agrees to maintain ownership of the property for the life of the Project.

**County Responsibilities:**

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

1. Consistent with applicable state and local public contracting statutes and rules, the County will bid and contract for construction of the Project and, with the advice of the Agency, will approve changes, modifications, or amendments as necessary to serve the public interest.
2. The County shall include the Agency as a third party beneficiary under the construction contract with Contractor for construction of the Project.
3. The County will assign a Project Coordinator to perform the following duties:
  - a. Provide Project Manual with Agency and County Documents and Bid the Project;

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

Exhibit B-1

PERFORMANCE MEASURES REPORT

FOR THE PERIOD: JULY 1, 2019 TO JUNE 30, 2020

**Project Name: Arbor Terrace Rehabilitation Roofing Project**

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

Choose all that apply:

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

Total Number of persons assisted: \_\_\_\_\_

See Attached  
Project Map Area:

Other benefits to the service area:

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization



**Project Map Area**



Exhibit B-2

CDBG PROJECT MATCHING FUNDS REPORT

**For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Arbor Terrace Rehabilitation Roofing Project (Housing Authority of Clackamas County):**

FY 2017-18 CDBG Funds	\$130,000 (max.)
-----------------------	------------------

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

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

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

Prepared By: (Print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Exhibit B-3

COMMUNITY DEVELOPMENT BLOCK GRANT  
 ANNUAL PERFORMANCE REPORT

FOR THE PERIOD: JULY 1, \_\_\_\_\_ TO JUNE 30, \_\_\_\_\_

Project Name: Arbor Terrace Rehabilitation Roofing Project

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Females: \_\_\_\_\_

Persons with Disabilities: \_\_\_\_\_

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am. Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Organization

Counsel/Forms/Template - IGA – Revised 7/3/2019  
Arbor Terrace Apartments-Rehabilitation Roof Project/ CD# 53602

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

Exhibit B-4

CHANGE OF USE

**Excerpt from 24 CFR Part 570**

**570.505 Use of real property.**

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

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

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

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

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

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

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

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement Amendment #1 with Oregon Health Authority for  
Drug and Alcohol Prevention Education and Programming

<b>Purpose/Outcome</b>	The objective of these funds is to help, plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$358,750 for a new contract total of \$967,500. No Impact to County and no match required.
<b>Funding Source</b>	Oregon Health Authority Public Health Division Catalogue of Federal Domestic Assistance (CFDA) #93-959
<b>Duration</b>	Effective date signed and terminates on June 30, 2021
<b>Previous Board Action/Review</b>	091417-A8
<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>	County Counsel has reviewed and approved this document. Date of counsel review: June 26, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 8480

**BACKGROUND:**

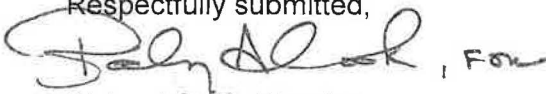
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment#1 to the Intergovernmental Revenue Amendment with Oregon Health Authority for Drug and Alcohol Prevention Education and Programming (ADPEP). Partnership with ADPEP helps fund provider agreements through PreventNet Community School programs that provide prevention and school engagement activities and drug and alcohol prevention programming targeting middle and high-school students.

This Revenue Amendment is effective upon signature by all parties for services starting on July 1, 2019 and terminating on June 30, 2021. This Amendment adds \$358,750 for a total contract amount of \$967,500.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

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

Grant Agreement Number 155011



**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number <sup>✓</sup>1 to Grant Agreement Number 155011 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Clackamas County  
H3S, Children, Family & Community Connections Div.  
2051 Kaen Road  
Oregon City, OR 97045  
Attn: Rodney A. Cook, CYF Director  
Telephone: 503-650-5677  
Facsimile: 503-650-5674  
E-mail address: [rodcoo@clackamas.us](mailto:rodcoo@clackamas.us)**

hereinafter referred to as "Recipient".

1. Upon approval of this amendment by the parties, and when required, the Department of Justice, this amendment shall become effective on July 1, 2019 regardless the date this amendment has been fully executed by every party.
2. The Agreement is hereby amended as follows:
  - a. The OHA contact information on Page 1 is deleted and replaced with the following:

**Public Health Division  
Health Promotion & Chronic Disease Prevention Section  
800 NE Oregon Street, Suite 730  
Portland, OR 97232  
Agreement Administrator: Amanda Cue or delegate  
Telephone: 971-673-1121  
Facsimile: 971-673-0994  
E-mail address: [amanda.c.cue@state.or.us](mailto:amanda.c.cue@state.or.us)**

- b. **Section 1. Effective Date and Duration** is amended to change the Agreement expiration date from July 30, 2019 to **June 30, 2021**.
    - c. **Section 3. Grant Disbursement** is hereby amended to increase the maximum not-to-exceed amount payable to Recipient under this Agreement by \$358,750 to a new amount of **\$967,500**.

- d. **As of July 1, 2019, Exhibit A, Part 1 - Program Description** is amended as set forth in the Exhibit A, Part 1 Program Description, attached hereto as Attachment #1 and incorporated herein by this reference; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- e. **As of July 1, 2019, Exhibit A, Part 2 - Payment and Financial Reporting** is amended as set forth in the Exhibit A, Part 1 Program Description, attached hereto as Attachment #2 and incorporated herein by this reference; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- f. **Exhibit B, Standard Terms and Conditions, Section 18. "Notice" OHA address only**, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

**OHA:** Office of Contracts & Procurement  
~~250 Winter Street, Room 309~~  
**635 Capitol Street NE, Suite 350**  
 Salem, OR 97301  
 Telephone: 503-945-5818  
 Facsimile: 503-378-4324

- g. **Exhibit E, "Information Required by 2 CFR 200.331(a)(1)"** is hereby superseded and restated in its entirety, as set forth in **Exhibit E, "Information Required by 2 CFR 200.331(a)(1)"**, attached hereto as Attachment #3 and incorporated herein by this reference as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- h. Section 4. Vendor or Sub-Recipient Determination is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a sub-recipient  Recipient is a vendor  Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.959 & 93.243**

- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

4. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

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

Street address: 2051 Kaen Road \_\_\_\_\_

City, state, zip code: Oregon City, OR 97045 \_\_\_\_\_

Email address: rodcoo@Clackamas.us \_\_\_\_\_

Telephone: (503) 650-6677 Facsimile: ( ) \_\_\_\_\_

**Is Recipient a nonresident alien**, as defined in 26 USC § 7701(b)(1)?

(Check one box):  YES  NO

**Business Designation:** (Check one box):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Professional Corporation  | <input type="checkbox"/> Nonprofit Corporation         | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Partnership                   | <input checked="" type="checkbox"/> Other    |

**Recipient Proof of Insurance,** Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

**If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of the original Agreement, Recipient may so indicate by: (i) writing "Self-Insured" on the lines below; and (ii) submitting a certificate of insurance as required in Exhibit C of original Agreement.**

Commercial General Liability Insurance Company: Self-insured \_\_\_\_\_

Policy #: n/a Expiration Date: n/a

Automobile Liability Insurance Company: Self-insured \_\_\_\_\_

Policy #: n/a Expiration Date: n/a

**Workers' Compensation:** Does Recipient have any subject workers, as defined in ORS 656.027?

(Check one box):  YES  NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: Self-insured \_\_\_\_\_

Policy #: n/a Expiration Date: n/a



**RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**5. Signatures.**

**Clackamas County**

**By:**

\_\_\_\_\_  
Authorized Signature

*Richard Swift*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

*Via e-mail by Cynthia Byrnes, AAG*  
Department of Justice

*June 21, 2019*  
\_\_\_\_\_  
Date

**OHA Program Approval**

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revenue Contract for Professional Service with Oregon State University  
for Evidence-based Parenting Education Classes

<b>Purpose/Outcome</b>	Funding is being provided by Oregon State University to complete three series of parenting education classes for parents with older children/youth/teens. Parenting curricula must be evidence-based and focus on enhancing the teaching skills and competencies of parents to promote child social/emotional well-being.
<b>Dollar Amount and Fiscal Impact</b>	\$45,000 of non-federal funds. No County staff are funded with these funds and no match is required.
<b>Funding Source</b>	Oregon State University College of Public Health
<b>Duration</b>	Effective date signed and terminates on June 30, 2020
<b>Previous Board Action/Review</b>	N/A
<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>	County Counsel has reviewed and approved this document. Date of counsel review: June 6, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 9363

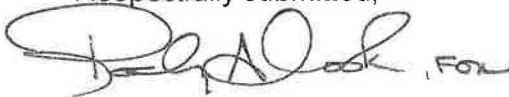
**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Professional Services Revenue Contract from Oregon State University College of Public Health to complete three series of parenting education classes for parents with older children/youth/teens using evidence-based curricula.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

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

Oregon State University  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract: \_\_\_\_\_

This Contract is entered into by and between Oregon State University (OSU/Institution) for its **College of Public Health and Human Sciences/HDFS/Hallie E. Ford Center for Healthy Children and Families and Clackamas County, through its Health, Housing and Human Services Children, Family, and Community Connections Division / Clackamas Parenting Together.**

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed **\$45,000** to be paid to Contractor by OSU, Contractor agrees to perform between date of last signature and **6/30/2020**, inclusive, the following personal and/or professional services:

The contractor will provide three parenting education series for parents with older children/youth/teens using evidence-based curricula (as approved by OSU). As part of implementation, the contractor will provide all related services required for successful implementation, including:

- Program coordination and supervision (to include contracting with independent parenting educators and childcare providers or organizations providing these services as required to conduct parenting education series)
- Program materials for participants and facilitators
- Provision of childcare and/or child/youth programming to complement parenting program
- Use of best practices to support parenting education implementation (i.e., snacks/meals, transportation as needed)
- Marketing of programs (e.g., marketing materials and advertising, which may include relationship-building activities such as one-time workshops or community events)
- Supporting referrals from community partners (e.g., Department of Human Services)
- Collection of evaluation, which includes: 1) collecting Parenting Skills Ladders (PSL) from all participating families, 2) data entry in the OPEC online reporting system (PSL data entry as well as information related to number of series provided, number of participants, best practices used, and lessons learned), and 3) fidelity checks

Contractor shall not begin work until the Contract is signed by all parties listed below. Contractor shall submit detailed invoice(s) for work to be performed to Department for payment. The total amount (\$45,000) will be disbursed in three payments of \$15,000 each in advance of implementation for each parenting education series. The initial invoice will be paid upon completion of signed contract by both parties for an amount of \$15,000 according the OSU's standard payment terms, which are Net 30 days from receipt of correct invoice. The remaining funds will be disbursed in two payments of \$15,000 each upon receipt of correct invoices, specifying date of second and third parenting education series. Invoices are to be submitted no more than 60 days in advance of the implementation start date for each series.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU Standard Contract Provisions and  Attachment B;  Attachment C;  Other Attachments: N/A.

INSURANCE: the minimum limit is \$ N/A

Type required:  CGL  AUTO  Professional

**THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.**

**OSU**

**CONTRACTOR**

\_\_\_\_\_  
OSU Department Head Date

(Typed Name): Richard Settersten

\_\_\_\_\_  
Signature Date

Typed Name: Richard Swift  
Address: 150 Beaver Creek Road  
**Oregon City, OR 97124**

Phone: 541-426-3414

\_\_\_\_\_  
OSU Contract Officer Date

Banner Vendor ID No.:

U.S. Tax Identification No.: 2286

Contractor is a: (Check One)

Resident U.S. citizen

Resident non-U.S. citizen (Green Card Holder)

- Non-U.S. citizen
- Partnership
- Corporation
- Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT
K9943A		HCPT	

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable.
---------------------------	--

July 18, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #16044-0 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services, as well as Special Project Allocation (SPA) funded evidence-based health promotion services for persons age 60 and over in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$6,057,659. Funded by Federal OAA Funds and State General Funds designated for the OPI and SPA Programs.
<b>Funding Source</b>	Federal Older American Act & State General Fund - \$292,364 of County General Funds are used to meet match requirements for internal programs.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Counsel Review</b>	County Counsel reviewed and approved the agreement on 7/9/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9337

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #16044-0 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This agreement provides grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services as well as Special Project Allocation (SPA) funds for evidence-based health promotion services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their communities for as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. This agreement reflects the Older American Act (OAA), Special Project Allocation (SPA) and Oregon Project Independence (OPI) funding for July 1, 2019 through June 30, 2021 of the 2019-2021 biennial agreement period and was delayed by due to State and Federal budget processes. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services. The agreement was reviewed and approved by County Council on July 9, 2019. It is retroactive to July 1, 2019.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by the word "FOR" in capital letters.

Richard Swift, Director  
Health Housing & Human Services



**Grant Agreement Number 160440**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS," and

**Clackamas County  
Acting by and through its Clackamas County Social Services Division  
Attention: Brenda Durbin  
2051 Kaen Road  
PO BOX 2950  
Oregon City, OR 97045  
Telephone: (503)655-8640  
Facsimile: (503)655-889  
E-mail address: [brendadur@co.clackamas.or.us](mailto:brendadur@co.clackamas.or.us)**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to the DHS'

**Department of Human Services  
Aging and People with Disabilities  
Community Services and Support  
Agreement Administrator: Kristi Murphy or delegate  
500 Summer Street NE  
Salem, Oregon 97301  
Telephone: 503-945-6181  
Facsimile: 503-373-1133  
Email: [Kristi.m.murphy@state.or.us](mailto:Kristi.m.murphy@state.or.us)**



*WHEREAS, THE Older Americans Act of 1965 and OAR 411-002-0100 et seq. authorize DHS to provide funding to County Governments for the operation of designated Area Agencies on Aging;*

*WHEREAS, Recipient is the "Type A" Area Agency on Aging (AAA) duly appointed to provide services mandated by the Older Americans Act and Oregon Project Independence programs within its designated Planning and Service Area, and*

*NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:*

**1. Effective Date and Duration.**

This Agreement shall become effective upon the later of the date of Department of Justice Approval or July 1, 2019 , whichever date is later, regardless when signed and when fully executed upon signature by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and E.

**3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$6,057,659.00** DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

**4. Vendor or Subrecipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, DHS' determination is that:

Recipient is a subrecipient       Recipient is a vendor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: [93.043 to 93.045] [93.041-93.052] [ 93.053] and [93.778]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**5. Recipient Data and Certification.**

**a. Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** Clackamas, County of

Street address: 2051 Kean Rd, PO Box 2950

City, state, zip code: Oregon City, OR 97045

Email address: stefanierei@clackamas.us

Telephone: ( 503 ) 655-8330 Facsimile: ( 503 ) 655-8889

**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: self-insured pool

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the DHS Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide DHS with the new FEIN within 10 days.

**RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, 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 the Agreement and any amendments so executed shall constitute an original.

**Clackamas County**

**By:**

_____	Richard Swift
Authorized Signature	Printed Name
Director, Health, Housing & Human Services Dept.	_____
Title	Date

**State of Oregon acting by and through its Department of Human Services**

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

Steven Marlowe, Department of Justice Attorney	Email approval on file	6/27/2019
Department of Justice		Date

**COPY**

July 18, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail  
and Public Transit Division, for FTA 5311 Rural Transportation Funds  
for Operations of Mt Hood Express

<b>Purpose/Outcomes</b>	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$235,382. These funds will be used to pay for operations of the Mt Hood Express bus service. Match funds will be provided by Special Transportation Funds (state grant), County General Funds (CGF) in the amount of \$64,500, and a public-private partnership with businesses in the Mt. Hood area.
<b>Funding Source</b>	Federal Transit Administration 5311 Rural Transportation Funds
<b>Duration</b>	Effective upon execution and terminates on June 30, 2021
<b>Previous Board Action</b>	022119-A2
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 7/1/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9383

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an Intergovernmental Agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund operations of the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

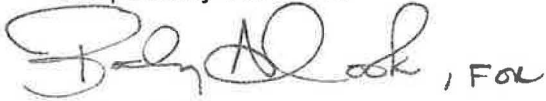
Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through Special Transportation Funds (state grant), county funds, and private contributions from businesses in the Mt Hood area. County General Fund contribution includes a reallocation of Dept. of Transportation (DTD) CGF in the amount of \$55,000.

**RECOMMENDATION:**

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

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Richard Swift", followed by a comma and the word "For".

Richard Swift, Director  
Health, Housing and Human Services



RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$364,558.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$235,382.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### 8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;



- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. 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; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

- a. **Contribution.** 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 Recipient 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.

With respect to a Third Party Claim for which State is jointly liable with Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 Recipient 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 Recipient 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. Recipient'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.

- b. **Dispute Resolution.** 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.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient 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.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **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 this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either Party to enforce any provision of



this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Clackamas County**, by and through its

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Teresa Christopherson  
Social Services Department  
Oregon City, OR 97045  
1 (503) 650-5718  
teresachr@co.clackamas.or.us

**State Contact:**

Jason Kelly  
555 13th Street NE  
Salem, OR 97301  
1 (503) 731-3320  
Jason.d.kelly@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 06/27/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Marvin Fjordbeck by email  
(printed)

Date \_\_\_\_\_ 03/13/2017

July 18, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for  
Operations for the Mt Hood Express Bus Service

<b>Purpose/Outcomes</b>	Intergovernmental Agreement with City of Sandy, Oregon, for operational support for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$664,533 and will be used by the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, shop supplies, vehicle use fees, purchased service for operations and insurance for buses for the Mt Hood Express.
<b>Funding Source</b>	Local funds, 5311 FTA Small Rural Transportation funds, 5310 FTA funds, Federal Lands Access Funds, Statewide Transportation Improvement Funds and state Special Transportation Funds
<b>Duration</b>	Effective July 1, 2019, and terminates on June 30, 2020
<b>Previous Board Action</b>	072618-A3 Previous Agreement approved
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 7/1/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9384

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with City of Sandy, Oregon, to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

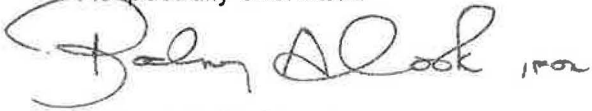
This agreement provides funding to the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, reimbursement for shop supplies and vehicle use fees for the Mt Hood Express and Transportation Reaching People to address temporary fleet shortages. The agreement also includes purchased service for operations through the City's contract with Rojoy Services LLC and insurance coverage for vehicles used for the Mt Hood Express bus service.

The agreement is effective July 1, 2019 and continues until June 30, 2020. The maximum amount of the agreement is \$664,533.

**RECOMMENDATION:**

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

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Richard Swift", with a date "1/18" written at the end.

Richard Swift, Director  
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
CITY OF SANDY, OREGON**

1. Purpose. This agreement (“Agreement”) is entered into between Clackamas County (“COUNTY”) and City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of providing operational support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.
  
2. Scope of Work and Cooperation.
  - 2.1. Subject to the terms of this Agreement, CITY agrees to provide the following support functions for the MHX:
    - 2.1.1. Compile data required for completion of fiscal and grant reports, including tracking performance measures.
    - 2.1.2. Conduct semiannual rider surveys as required by grants and compile results for analysis.
    - 2.1.3. Conduct research and analysis associated with policy and program development.
    - 2.1.4. Work with COUNTY for operational issues requiring county input.
    - 2.1.5. Assist with completion of grant applications and other activities designed to promote long term stable funding.
    - 2.1.6. Work with Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes.
    - 2.1.7. Assist with planning and coordination of events.
    - 2.1.8. Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items.
    - 2.1.9. Update the MHX website and respond to information requests.
    - 2.1.10. Interact with public at the Sandy Park and Ride location.
    - 2.1.11. General office and clerical duties as needed.
    - 2.1.12. Participate in required training programs and staff meetings.
    - 2.1.13. Provide space for office staff, program materials and parking of buses.
    - 2.1.14. Order necessary shop supplies to support the operations of the Mt Hood Express
    - 2.1.15. Provide a vehicle for use by the Mt Hood Express in emergencies when existing Clackamas County owned vehicles are out of service.
    - 2.1.16. Provide purchased service from Rojoy Services LLC to continue the operations of the Mt Hood Express based on the cooperative RFP No. SAM2018 issued by the City of Sandy on April 13, 2018, (Exhibit 5) and as outlined in the response received from Rojoy Services LLC (Exhibit 6). The purchased service will include reimbursement for all preventative maintenance and repair activities completed by Rojoy Services LLC.

- 2.1.17. Provide insurance coverage for vehicles leased to CITY under separate lease agreement for use in the provision of the Mt Hood Express bus service, with Rojoy Services LLC listed as an additional insured.
- 2.1.18. Provide necessary staff and other administrative resources necessary to fulfill its obligations under this Agreement.
- 2.1.19. Other tasks and projects as needed.

2.2. Subject to the terms of this Agreement, COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to the Mt Hood Express, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY for shop supplies purchased by CITY
- 2.2.5. Pay a vehicle use fee of \$50 per day for the back-up bus if needed.
- 2.2.6. Reimburse CITY for all purchased service from Rojoy Services, LLC, billed for the Mt Hood Express bus service, including reimbursement for preventative maintenance and repairs.
- 2.2.7. Reimburse CITY for insurance costs associated with the vehicles leased to the CITY for use for the Mt Hood Express service.
- 2.2.8. COUNTY will be responsible for all costs associated with accidents, including insurance deductibles, repairs not covered by insurance and towing for CITY-owned MHX back up bus for incidents occurring during its use for MHX routes.
- 2.2.9. The county will continue to be responsible for paying for costs associated with MHX service that are not specifically included in this agreement. Those costs historically have included fuel, advertising, printing, website costs, and vehicle replacement
- 2.2.10. Provide administrative and operational support as needed.

### 3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 as described in *Exhibit C: Budget*, attached hereto and incorporated by this reference herein. Total maximum compensation under this Agreement shall not exceed **\$664,533**. Any continuation or extension of this Agreement 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 Agreement, as determined by the COUNTY in its sole administrative discretion.
- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit B: Reporting Requirements*, attached hereto and incorporated by this reference herein.



- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

4. Manner of Performance.

- 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this Agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this Agreement.
- 4.2. Precedence. When a requirement is listed both in the Agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.
- 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.

5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Teresa Christopherson, 2051 Kaen Rd, Oregon City, OR 97045  
([teresachr@co.clackamas.or.us](mailto:teresachr@co.clackamas.or.us)) (503-650-5718)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way,  
Sandy, OR 97055 ([ahowell@ci.sandy.or.us](mailto:ahowell@ci.sandy.or.us)) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

- 5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 5.3. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, 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 intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this Agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This Agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this Agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this Agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.
- 5.8. Dispute Resolution.
  - 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this Agreement shall constitute default. In the event of an alleged default or breach

of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.

5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this Agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.9. Term and Termination.

5.9.1. Term. This Agreement is effective on July 1, 2019 and will terminate on June 30, 2020, unless the parties agree in writing to extend the Agreement.

5.9.2. Termination For Convenience. Either party may terminate this Agreement by providing at least 30 days prior written notice to the other party.

5.9.3. Termination For Cause. Either party may immediately terminate this Agreement if that party complied with Section 5.8.1 of this Agreement and the other party did not cure its default within the time provided by Section 5.8.1.

5.9.4. Termination for Lack of Appropriation. Either party may terminate this Agreement in the event that party fails to receive expenditure authority, including but not limited to receipt of state or federal funds, 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 party is prohibited from paying for such work from the planned funding source.

5.10. Effective Date. This Agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

5.11. 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 including, but not limited to, any additional requirements imposed by state or federal funding sources.

5.12. 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.

***[SIGNATURES ON FOLLOWING PAGE]***

**CITY OF SANDY**  
Stan Pulliam, Mayor

Signing on Behalf of the Mayor & Council

\_\_\_\_\_  
Jordan Wheeler, City Manager

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

Signing on behalf of the Board  
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

\_\_\_\_\_  
Date

July 18, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for  
Operations for the Mt Hood Express Bus Service

<b>Purpose/Outcomes</b>	Intergovernmental Agreement with City of Sandy, Oregon, for operational support for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$664,533 and will be used by the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, shop supplies, vehicle use fees, purchased service for operations and insurance for buses for the Mt Hood Express.
<b>Funding Source</b>	Local funds, 5311 FTA Small Rural Transportation funds, 5310 FTA funds, Federal Lands Access Funds, Statewide Transportation Improvement Funds and state Special Transportation Funds
<b>Duration</b>	Effective July 1, 2019, and terminates on June 30, 2020
<b>Previous Board Action</b>	072618-A3 Previous Agreement approved
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 7/1/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9384

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with City of Sandy, Oregon, to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

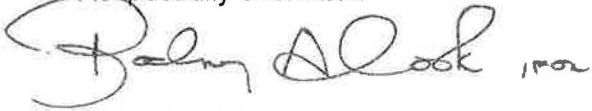
This agreement provides funding to the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, reimbursement for shop supplies and vehicle use fees for the Mt Hood Express and Transportation Reaching People to address temporary fleet shortages. The agreement also includes purchased service for operations through the City's contract with Rojoy Services LLC and insurance coverage for vehicles used for the Mt Hood Express bus service.

The agreement is effective July 1, 2019 and continues until June 30, 2020. The maximum amount of the agreement is \$664,533.

**RECOMMENDATION:**

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

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Richard Swift", followed by a date "1/18/19".

Richard Swift, Director  
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
CITY OF SANDY, OREGON**

1. Purpose. This agreement (“Agreement”) is entered into between Clackamas County (“COUNTY”) and City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of providing operational support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.
  
2. Scope of Work and Cooperation.
  - 2.1. Subject to the terms of this Agreement, CITY agrees to provide the following support functions for the MHX:
    - 2.1.1. Compile data required for completion of fiscal and grant reports, including tracking performance measures.
    - 2.1.2. Conduct semiannual rider surveys as required by grants and compile results for analysis.
    - 2.1.3. Conduct research and analysis associated with policy and program development.
    - 2.1.4. Work with COUNTY for operational issues requiring county input.
    - 2.1.5. Assist with completion of grant applications and other activities designed to promote long term stable funding.
    - 2.1.6. Work with Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes.
    - 2.1.7. Assist with planning and coordination of events.
    - 2.1.8. Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items.
    - 2.1.9. Update the MHX website and respond to information requests.
    - 2.1.10. Interact with public at the Sandy Park and Ride location.
    - 2.1.11. General office and clerical duties as needed.
    - 2.1.12. Participate in required training programs and staff meetings.
    - 2.1.13. Provide space for office staff, program materials and parking of buses.
    - 2.1.14. Order necessary shop supplies to support the operations of the Mt Hood Express
    - 2.1.15. Provide a vehicle for use by the Mt Hood Express in emergencies when existing Clackamas County owned vehicles are out of service.
    - 2.1.16. Provide purchased service from Rojoy Services LLC to continue the operations of the Mt Hood Express based on the cooperative RFP No. SAM2018 issued by the City of Sandy on April 13, 2018, (Exhibit 5) and as outlined in the response received from Rojoy Services LLC (Exhibit 6). The purchased service will include reimbursement for all preventative maintenance and repair activities completed by Rojoy Services LLC.



- 2.1.17. Provide insurance coverage for vehicles leased to CITY under separate lease agreement for use in the provision of the Mt Hood Express bus service, with Rojoy Services LLC listed as an additional insured.
- 2.1.18. Provide necessary staff and other administrative resources necessary to fulfill its obligations under this Agreement.
- 2.1.19. Other tasks and projects as needed.

2.2. Subject to the terms of this Agreement, COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to the Mt Hood Express, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY for shop supplies purchased by CITY
- 2.2.5. Pay a vehicle use fee of \$50 per day for the back-up bus if needed.
- 2.2.6. Reimburse CITY for all purchased service from Rojoy Services, LLC, billed for the Mt Hood Express bus service, including reimbursement for preventative maintenance and repairs.
- 2.2.7. Reimburse CITY for insurance costs associated with the vehicles leased to the CITY for use for the Mt Hood Express service.
- 2.2.8. COUNTY will be responsible for all costs associated with accidents, including insurance deductibles, repairs not covered by insurance and towing for CITY-owned MHX back up bus for incidents occurring during its use for MHX routes.
- 2.2.9. The county will continue to be responsible for paying for costs associated with MHX service that are not specifically included in this agreement. Those costs historically have included fuel, advertising, printing, website costs, and vehicle replacement
- 2.2.10. Provide administrative and operational support as needed.

### 3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 as described in *Exhibit C: Budget*, attached hereto and incorporated by this reference herein. Total maximum compensation under this Agreement shall not exceed **\$664,533**. Any continuation or extension of this Agreement 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 Agreement, as determined by the COUNTY in its sole administrative discretion.
- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit B: Reporting Requirements*, attached hereto and incorporated by this reference herein.

- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

#### 4. Manner of Performance.

- 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this Agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this Agreement.
- 4.2. Precedence. When a requirement is listed both in the Agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.
- 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.

#### 5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Teresa Christopherson, 2051 Kaen Rd, Oregon City, OR 97045  
([teresachr@co.clackamas.or.us](mailto:teresachr@co.clackamas.or.us)) (503-650-5718)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way,  
Sandy, OR 97055 ([ahowell@ci.sandy.or.us](mailto:ahowell@ci.sandy.or.us)) (503-489-0925)

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- 5.3. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, 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 intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this Agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This Agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this Agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this Agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.
- 5.8. Dispute Resolution.
  - 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this Agreement shall constitute default. In the event of an alleged default or breach

of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.

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5.9. Term and Termination.

5.9.1. Term. This Agreement is effective on July 1, 2019 and will terminate on June 30, 2020, unless the parties agree in writing to extend the Agreement.

5.9.2. Termination For Convenience. Either party may terminate this Agreement by providing at least 30 days prior written notice to the other party.

5.9.3. Termination For Cause. Either party may immediately terminate this Agreement if that party complied with Section 5.8.1 of this Agreement and the other party did not cure its default within the time provided by Section 5.8.1.

5.9.4. Termination for Lack of Appropriation. Either party may terminate this Agreement in the event that party fails to receive expenditure authority, including but not limited to receipt of state or federal funds, 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 party is prohibited from paying for such work from the planned funding source.

5.10. Effective Date. This Agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

5.11. 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 including, but not limited to, any additional requirements imposed by state or federal funding sources.

5.12. 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.

***[SIGNATURES ON FOLLOWING PAGE]***

**CITY OF SANDY**  
Stan Pulliam, Mayor

Signing on Behalf of the Mayor & Council

\_\_\_\_\_  
Jordan Wheeler, City Manager

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

Signing on behalf of the Board  
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

\_\_\_\_\_  
Date



**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 Contract with DKS Associates, Inc.,  
to provide All Roads Transportation Safety Program**

<b>Purpose/ Outcomes</b>	This contract will provide engineering design services for systemic safety countermeasures on 22 roads corridors and at 77 intersections.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$482,612.00
<b>Funding Source</b>	215-7434-02103-481180-22271
<b>Duration</b>	Contract signing through June 30, 2021
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Ensure safe, healthy and secure communities</li><li>• Build a strong infrastructure</li></ul>
<b>Counsel Review</b>	June 27, 2019
<b>Contact Person</b>	Christian Snuffin 503-742-4716

**BACKGROUND:**

Clackamas County Department of Transportation and Development has been awarded ODOT All Roads Transportation Safety (ARTS) funds to implement systemic safety countermeasures on designated rural roadways. The department is seeking the services of this qualified consultant to prepare plans, construct cost estimates and special provisions for systemic rural roadway safety signing enhancements.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on March 20, 2019. Proposals were closed on April 9, 2019 at 2:00PM. The County received 1 proposal: DKS Associates, Inc. Final evaluations determined that DKS Associates, Inc., was the highest ranking proposer and could meet the needs of the County. The total contract amount is not to exceed \$482,612.00.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners, acting as the governing body of the County, approve and execute the Contract between Clackamas County and DKS Associates, Inc., for the Department of Transportation and Development.

Respectfully submitted,

Joseph Marek, Traffic Engineering Supervisor  
Department of Transportation and Development

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division





**CLACKAMAS COUNTY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT  
Contract #1572**

This Personal/Professional Services Contract (this “Contract”) is entered into between **DKS Associates, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

**ARTICLE I.**

**1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Consultant shall perform its obligations according to this Contract including, as applicable, through final completion of the construction project and any required post-construction and warranty work unless this Contract is terminated or suspended. Unless otherwise amended or terminated, this s Contract shall expire on **June 30, 2021**, or until final completion of the construction project and any required post-construction and warranty work is completed, whichever is later. 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.

**2. Scope of Work.** Contractor will provide the following personal/professional services: **#2019-18 All Roads Transportation Safety (ARTS) Program** (“Work”), further described in **Exhibit A**.

**3. Consideration.** The maximum amount payable to Contractor under this Contract, which includes the amount off any allowable and reimbursable expenses, is **four hundred eighty-two thousand six hundred twelve dollars (\$482,612.00)** as detailed further in Exhibit F. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**4. 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://clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**5. 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, Exhibits A, B, C, D, E and F.

**6. Contractor Data.**

**DKS Associates, Inc.**

**Address:** 117 Commercial Street, Suite 250, Salem, Oregon 97301

**Contractor Contract Administrator:** Scott Mansur

**Phone No.:** 503-391-8773

**Email:** [smm@dksassociates.com](mailto:smm@dksassociates.com)

**MWESB Certification:**  DBE #       MBE #       WBE #       ESB #

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 could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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 FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
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 federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract 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 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.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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.
- 9. 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; (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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), 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. 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.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. 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.
- 14. 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) the Work under this Contract shall be performed in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practices and the project conditions; (D) Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by Contractor under the Contractor, and all of the foregoing shall also be in accordance with Contractor’s approved quality plan. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services; and (E) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. 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, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. 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.
- 17. 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. 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, Paragraphs 1, 8, 13, 15, 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. Contractor shall not be permitted to add on any fee or charge for subcontractor Work.

**18. 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.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

- 21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, 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.
- 22. 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.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. 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.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, 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.
- 26. 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.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such

claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. 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 material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. 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.

DKS Associates, Inc.

Clackamas County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

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

221955-80  
Oregon Business Registry #

Approved as to Form:

FBC/California  
Entity Type / State of Formation

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

\_\_\_\_\_  
Date



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall prepare plans, construct cost estimates, and special provisions for systemic rural roadway safety signing enhancements as outlined in the Request for Proposal #2019-18, issued March 20, 2019 hereby attached and incorporated as **Exhibit D**; the Vendors Response/Negotiated Statement of Work hereby attached and incorporated as **Exhibit E**; and the Fee Schedule hereby attached and incorporated as **Exhibit F**.

The County Contract administrator for this Contract is: Christian Snuffin.

**CONSIDERATION**

- a. Consideration Rates – Time and Material as detailed within **Exhibit F**.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$482,612.00. Invoices shall be submitted to: Clackamas County Department of Transportation and Development, 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email at [CSnuffin@clackamas.us](mailto:CSnuffin@clackamas.us).
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments shall be made 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 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. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. 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 billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B  
INSURANCE**

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

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

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

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

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

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

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

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

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**RFP #2019-18**  
**All Roads Transportation Safety (ARTS) Program**  
**Published March 20, 2019**

**EXHIBIT E**  
**Vendors Response/Negotiated Statement of Work**

**NEGOTIATED STATEMENT OF WORK**

**EXHIBIT F**  
**Fee Schedule**



DRAFT

Approval of Previous Business Meeting Minutes:

May 23, 2019

June 6, 2019

# 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, May 23, 2019 – 10:00 AM**

**Public Services Building**

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

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Recognition of the Small Business Development Center (SBDC) at Clackamas Community College, Recipient of the 2019 Pacific NW SBDC Excellence and Innovation Award; and Recognition of Marshall Doyle, 2019 Oregon State Small Business Person of the Year

Laura Zentner, Business & Community Services spoke about the two awards before the Board today and the Counties partnership with SBDC. She introduced Rob Campbell, Small Business Development Center Director and Marshall Doyle, Oregon State Small Business Person of the year. They thanked the Board for this acknowledgement.

*~Board Discussion~*

## **II. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Les Poole, Clackamas County – happenings in Salem, new taxes, fees and tolling, request we have a presentation regarding the budget, evening Business Meetings.

*~Board Discussion~*

## **III. CONSENT AGENDA**

Chair Bernard announced there is a revised Consent agenda before us today, we have added two additional items that will be included when the Clerk reads the consent agenda by title. He then asked for a motion.

### **MOTION:**

Commissioner Schrader: I move we approve the Consent Agenda as Amended.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Amendment No. 6 to the Intergovernmental Agreement with Multnomah County for a Public Health Officer – *Public Health*
2. Approval of Amendment No. 5 to a Revenue Agreement 8485-05 with CareOregon for the Primary Care Payment Model (Track 1) Program - Per Member Per Month Incentive Program – *Health Centers*

3. Approval of Amendment No. 4 to a Revenue Agreement 8489-04 with CareOregon for the Primary Care Payment Model Program (Tract 2) Per Member Per Month Incentive Program - Health Centers
4. Approval of Amendment No. 2 to an Agency Service Contract with ColumbiaCare Services Inc. for Residential Treatment Services – *Behavioral Health*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 4 to Supplemental Project Agreement No. 25214 with Oregon Department of Transportation for Salmon River (Elk Park Road) Bridge Project
2. Approval of an Intergovernmental Agreement between Clackamas County and Water Environment Services Related to the 82nd Drive Pipe/Pedestrian Bridge Project
3. Execution of a Purchase and Sale Agreement to Acquire Property on Springwater Road

**C. Finance Department**

1. Approval of Contract with ARJAE HVAC and Mechanical Services LLC, to Provide Roof Top Unit Renovation Project - *Procurement*

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Amend the Intergovernmental Agreement with the Oregon Department of Transportation for the Motor Carrier Safety Action Plan Enforcement (MCSAP) - *CCSO*

**E. Juvenile Department**

1. Approval of an Amendment to the Intergovernmental Agreement with Oregon Health Authority for Behavioral Rehabilitation Services Reimbursements
2. Approval to Apply for the Oregon Criminal Justice Commission Specialty Court Grant Program

**F. Business & Community Services**

1. Approval of an Intra-Agency Agreement between Clackamas County Juvenile Dept. and Business & Community Services for Summer Parking Crews at Barton Park
- \*2. Approval of a Modification of Grant Agreement 13 SA 11060600-013 with the USDA Forest Service – Mt. Hood National Forest for the Dump Stopper Program

**G. Public & Government Affairs**

1. Approval of an Intergovernmental Agreement with the City of Wilsonville Regarding Payment for Services Related to Willamette Falls Locks State Commission

**IV. DEVELOPMENT AGENCY**

1. Approval of Amendment No. 2 to the Contract with Harper Houf Peterson Righellis Inc. for Phase 2 of the Clackamas Regional Center Mobility Improvement Project - *Procurement*

**V. WATER ENVIRONMENT SERVICES**

1. Approval of an Intergovernmental Agreement between Clackamas County and Water Environment Services Related to the 82<sup>nd</sup> Drive Pipe/Pedestrian Bridge Project
2. Approval of a Contract with RL Reimers Company for the Tri-City Hypochlorite and NPW Pump Station Improvement Project - *Procurement*
- \*3. Approval to Apply for a Grant with Portland General Electric for Renewable Energy Infrastructure Construction

**VI. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**VII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 11:18 AM**

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

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

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

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, June 6, 2019 – 10:00 AM**

**Public Services Building**

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

**PRESENT:** Commissioner Jim Bernard. Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Sonya Fischer  
Housing Authority Commissioner Paul Reynolds

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

## **I. HOUSING AUTHORITY CONSENT AGENDA**

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

### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Adoption of Revisions to the Housing Advisory Board Bylaws
2. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing & Human Services to Fund the Housing Developer Position
3. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing & Human Services for Property Maintenance and Repair of the Veteran Village Property
4. Approve of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for the Webster Road Property Acquisition and Approval of the Execution of all Real Estate Documents Pertaining to the Acquisition of 1800 Webster Road, Gladstone

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

## **II. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

Chair Bernard thanked Les Poole for coming to Salem and attending the T2020 meeting.

1. Les Poole, Gladstone – Evening Business Meetings, Community Involvement and Tolling Petition Update

### **III. PUBLIC HEARINGS**

1. Board Order No. **2019-55** for a Transfer Jurisdiction from Clackamas County to the City of Tualatin of a portion of Borland Road, Market Road No. 4

Mike Bays, DTD presented the staff report.

*~Board Discussion~*

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

#### **MOTION:**

Commissioner Savas: I move we approve the Board Order for a Transfer of Jurisdiction from Clackamas County to the City of Tualatin of a portion of Borland Road, Market Road No. 4.

Commissioner Fischer: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

2. Second Reading of Ordinance No. **03-2019** Amending Chapter 6.06, Parks Rules of the Clackamas County Code *first reading was 5-16-19*

Rick Gruen, County Parks presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak.

<https://www.clackamas.us/meetings/bcc/business>

1. Les Poole, Gladstone – Supportive of the changes to the Park Rules.

Chair Bernard asked if anyone else would like to speak, seeing none he closed the public hearing and asked for a motion to read the Ordinance by title only.

#### **MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read the Ordinance by title only and then asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we Adopt Ordinance No. **03-2019** Amending Chapter 6.06, Park Rules of the Clackamas County Code.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

#### **IV. CONSENT AGENDA**

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

##### **MOTION:**

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

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

1. Approval of Amendment No. 18 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 Amendment No. 1 to the Intergovernmental Agreement with Washington County for Public Health Modernization within the Communicable Disease Program – *Public Health*
3. Approval of an Intergovernmental Subrecipient Agreement with Canby Adult Center to Provide Social Services for Clackamas County Residents – *Social Services*
4. Approval of an Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
5. Approval of an Intergovernmental Subrecipient Agreement with the City of Oregon City/Pioneer Center to Provide Social Services for Clackamas County Residents – *Social Services*
6. Approval of an Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
7. Approval of a Service Agreement with Rite Aid Headquarters Corporation, Partnering with Clackamas County Health Centers Division in Participation with 340B Pharmacy Services Agreement – *Health Centers*
8. Approval of a Contract Change Order with Gresham Roofing for the Re-roof Project at the Estacada Community Center – *Community Development*
9. Approval of a Subrecipient Agreement with Clackamas Women’s Services for Camp HOPE 2019 – *Children, Families & Community Connections*
10. Approval of Amendment No. 2 to Intergovernmental Agreement No. 154378 with the State of Oregon, acting by and through its Department of Human Services (DHS), for the Job Opportunity & Basic Skills (JOBS) Program – *Children, Families & Community Connections*
11. Approval of Local Grant Agreement with Northwest Family Services for Casa Esperanza, Culturally Specific Domestic Violence Shelter and Services – *Children, Families & Community Connections*
12. Approval of Brand Standardization with A-Dec, Inc. Dental Equipment for Gladstone Pediatric Dental Equipment - *Procurement*

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

1. Approval of a Contract with Knife River Corporation for the Damascus Paving Package Project - *Procurement*



**C. Finance Department**

1. Approval of a Contract for Elevator Services from Kone, Inc., for the Facilities Maintenance Division - *Procurement*

**D. Elected Officials**

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

**V. DEVELOPMENT AGENCY**

1. Board Order No. **2019-56** Authorizing a Lease with One Monarch Center, LLC and Approval of a Commercial Lease

**VI. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

The following item was approved and signed by Gary Schmidt, County Administrator on May 29, 2019 in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the cancellation of the May 30, 2019 Business meeting.

	<b>DEPARTMENT</b>	<b>ITEM</b>
1	Development Agency May 29, 2019	Approval of an amendment to the Disposition Agreement between Clackamas County and Beaver Creek Structures for the relocation of DTD Transportation Maintenance.

**VII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED 11:02 AM**

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



Tami Little  
County Assessor

## Assessment & Taxation

July 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of ORMAPP (the Oregon Map) Intergovernmental Agreement Contract # DOR-190-19 between the Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System

<b>Purpose/Outcomes</b>	This IGA will provides funding to continue the conversion of Clackamas County Mylar Assessor maps to digital Assessor maps to benefit Oregon's base map system to facilitate and improve the administration of the ad valorem property tax system as required under ORS 306.135.
<b>Dollar Amount and Fiscal Impact</b>	This semi-annual IGA Contract is \$29,430 for this funding period. Amount varies with each ORMAPP grant request due to funding availability. The County dedicates \$40,000 annually, to support the conversion of maps through quality control, new plat maintenance, plat and deed research and project management.
<b>Funding Source</b>	State of Oregon, Department of Revenue
<b>Duration</b>	Terminates June 30, 2020
<b>Previous Board Action/Review</b>	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts. The Assessor's office and the GIS Division of the Technology Services Department typically apply for separate ORMAPP grants, which is the case for this grant period.
<b>Strategic Plan Alignment</b>	1. Creation of a publicly available internet based data and document portal including all legally available data 2. Build public trust through good government
<b>Contact Person</b>	Bronson Rueda, Deputy Assessor – Department of Assessment & Taxation 503-655-8304

**BACKGROUND:**

This program, legislated in 1999 as ORS 306.135, provides for the funding from the Oregon Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our spring 2019 award of our grant request for continuing work to retire Mylar Maps (paper maps created in the 1960's) and create digital maps for the ORMAP program, which satisfies ORMAP Goal 6.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed, and approved, these on-going ORMAP contracts.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # DOR-190-19 with the State of Oregon Department of Revenue for the continued conversion of Mylar maps to a digital GIS database.

Respectfully submitted,



Tami Little  
County Assessor



# Oregon

Kate Brown, Governor

Department of Revenue  
Property Tax Division  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
www.oregon.gov/dor

June 6, 2019

Tami Little, Clackamas County Assessor  
Clackamas County Assessment & Tax  
150 Beavercreek Road  
Oregon City, OR 97045

Dear Ms. Little

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2019 through June 30, 2020.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	150 County Assessor Maps	\$29,430.00
2		
Total		\$29,430.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: Clackamas County Assessor  
DOR Finance Department  
File

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #DOR-190-19**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue (“Department”) and Clackamas County A&T (“County”).

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. **EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$29,430.00** (the “Award”) to the County to fund all or part of the activities set forth in Exhibit A (“Proposal”) which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the “Project”. All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the “Total Project”. (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **June 30, 2020** (“Project Completion Date”). Final billing for the Project shall be submitted to the Department on or before **July 31, 2020**.

II. **DISBURSEMENTS.**

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County’s request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

### IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

## V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.



- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department 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.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; 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 State of Oregon of any form of defense or immunity, whether it is 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. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. 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. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its  
Department of Revenue  
Authorized Agency Signature

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

Ralph Amador, Chief Financial Officer

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

COUNTY:

Clackamas County (A&T)

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

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

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

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

# EXHIBIT A

AWARD LETTER  
COUNTY GRANT PROPOSAL



# Oregon

Kate Brown, Governor

Department of Revenue  
Property Tax Division  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
www.oregon.gov/dor

June 6, 2019

Tami Little, Clackamas County Assessor  
Clackamas County Assessment & Tax  
150 Beavercreek Road  
Oregon City, OR 97045

Dear Ms. Little

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMMap program. You will soon receive a contract to formalize the ORMMap grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2019 through June 30, 2020.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMMap Invoice" form, you can download a copy from the ORMMap site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	150 County Assessor Maps	\$29,430.00
2		
Total		\$29,430.00

If you have questions, please contact the ORMMap Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: Clackamas County Assessor  
DOR Finance Department  
File



# ORMAP Grant Application

<b>Section I. County and Grant Information</b>			
<b>A. County:</b> Clackamas County A&T		<b>B. Funding Cycle:</b> Spring 2019	
<b>C. Project will help meet ORMAP Goal(s):</b> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/>		<b>D. Fund Request:</b> \$29,430	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
<p>This project is a continuation of Clackamas County's ORMAP Tax Map conversion program. The funds requested for this period will be used to annotate, and prepare final digital Assessor maps. With full funding, 100 tax maps will be completed to ORMAP standards for this project period.</p>			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input type="checkbox"/>	Tax Lot Conversion		
<input checked="" type="checkbox"/>	Tax Map Annotation	Conversion of Mylar Assessor Maps to final Digital Assessor Maps	
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2019			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Assessor Map Annotation & Finalization (see below)	150	\$196.20	\$29,430
County contribution (Detailed below)			
Total for project			\$29,430
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Clackamas County Assessor's Office	\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC. Annotation.		
Clackamas County GIS	\$25,000 -QC/ prep for map production/rectify to control/project management/problem tax lot conversion		
<b>A. Assessor's Signature &amp; Date:</b>			
<b>F. Fiscal Coordinator – Name &amp; Contact Number:</b>	Tami Little 503-655-8302		

<b>G. Project Coordinator – Name &amp; Title:</b>	Tami Little, Assessor
<b>E-mail address:</b>	<a href="mailto:tamilit@co.clackamas.or.us">tamilit@co.clackamas.or.us</a>
<b>Phone Number:</b>	503-655-8302
<b>Mailing Address:</b>	Clackamas County Assessment & Tax 150 Beaver Creek Road Oregon City, OR 97045

**Section III. Detail Project Information –Answer all questions**

**A. Overview**

**1. Describe what the project is trying to accomplish.**

Clackamas County is continuing retire Mylar Maps that were created in the 1960’s. As the Digital taxlot layer is upgraded A&T updates & annotate Digital Assessor Maps in a Final form in accordance with ORMAP Goal 6 standards to retire Mylar maps.

**2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**

The project will cover a variety of areas in the remaining 30% of the incomplete Final Digital Assessor maps.

**3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)**

Prior to the fall 2006 ORMAP contract, all efforts were to re-map urban areas. As the digital GIS database developed through ORMAP funding and regular maintenance, we started to finalize Digital Maps and retire Mylar Assessment Maps that were up to ORMAP Goal 4 standards. This was though our normal maintenance process. Fall 2018 grant will be used for annotating maps that have line work up to ORMAP standards and are now designated as ‘ready for Cartography in our map status’ list after a temporary employee is selected.

**4. Describe, in detail, your technical approach to the project (such as, mapping methodology).**

Take converted digital maps and newly created tax lot parcel maps and identify missing Cartographic Elements that are required by the Department Of Revenue for Goal 4 compliant Assessor’s cadastral maps by comparing the digital elements with the current Assessor’s Mylar maps. Add those elements into an ORMAP/ESRI compliant geodatabase to produce final maps. Deeds, surveys, GPS points in our construction fabric layer, orthophotography, and existing tax lot maps are used to annotate and adjust tax maps to create **final digital** tax maps. To ensure quality, staff will use the ESRI Arcinfo 10.5 tools as well as the ORMAP Parcel editing tools to add annotation to create the cartographic features necessary to produce final maps.

**5. Describe the project deliverables.**

This project will deliver 100 additional final maps, fully annotated, rectified to control meeting ORMAP tax map standards. As new subdivisions are created those tax lots are mapped to ORMAP standards under our maintenance process.

**6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**

Interns or temporary staff working under the supervision of the Cartography staff will do the work. They will annotate, verify deed and survey information to complete the assessor Map. Cartography staff will QC the maps to verify that everything is to ORMAP Goal 4 standards. Control points will obtained from County staff.

**7. How will the county cartographer integrate the deliverables into the County’s maintenance plan?**

The County Cartographer will use various tools developed for maintenance to update any changes that might occur for the Assessor Maps finalized in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to complete the tax maps, directed exclusively by the County Lead Cartographer.

**8. Provide a project timeline with milestones or completion dates.**

This project deals with tax maps, of which 70% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 6 in June 2020. Thus far, we have finalized 2384 tax maps to ORMAP specifications to date.

**9. Does this project have any partnerships? If yes, please identify them.**

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

**10. Describe any innovations utilized by this project.**

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old Mylar tax maps and completely replace them with a digital product.

**11. Detail Costs (who is paying for what).**

Approximately 20% of this project is funded by ORMAP. The remaining will come from County resources. The County Assessor's Office provides labor to input new plats for the maintenance portion of the over-all ORMAP project plus QC. Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

**B. Quality Control**

**1. Who will be responsible for quality control (QC)?**

All Quality Control is the responsibility of Clackamas County's Departments of Assessment and Taxation and Technology Services, GIS Division.

**2. Will county cartography staff review the deliverables?**

Yes. The cartography staff in the Assessor's Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

**3. Will there be a review by Department of Revenue's cartography staff?**

That is arranged by A&T Cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

**4. Describe QC procedures.**

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manor will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

**C. Project Detail**

**1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?**

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

**2. Is this project part of an ongoing or multi-phased remapping project?**

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan.

**3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?**

	Total Countywide	Meet Tech Specs	Percent Complete
<b>Tax Lots</b>	<b>160,509</b>	<b>157,669</b>	<b>98.2</b>
<b>Tax Maps</b>	<b>3,382</b>	<b>2,384</b>	<b>70</b>

**4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?**

No, our anticipated completion date is Dec. 2020, perhaps sooner.

**5. Is this project part of a multi-county effort? If so, please explain.**

No

**6. Will the project cost be affected if it is not fully funding this cycle?**

Yes. It will delay our overall completion time.

**D. Data Availability**

**1. Does the county have a data sharing agreement with the State?**

Yes

**2. Identify any data restrictions or licensing issues.**

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement. The public has access to digital tax lot lines freely over a GIS Data Portal.

**E. Background Information**

**Any other information that you feel may help support the project.**

**F. Other Issues - Please identify.**

**Submit completed forms to:**

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>

**G. Racial and Ethnic Impact Statement**

**RACIAL AND ETHNIC IMPACT STATEMENT**

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 28 day of March 2019, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

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

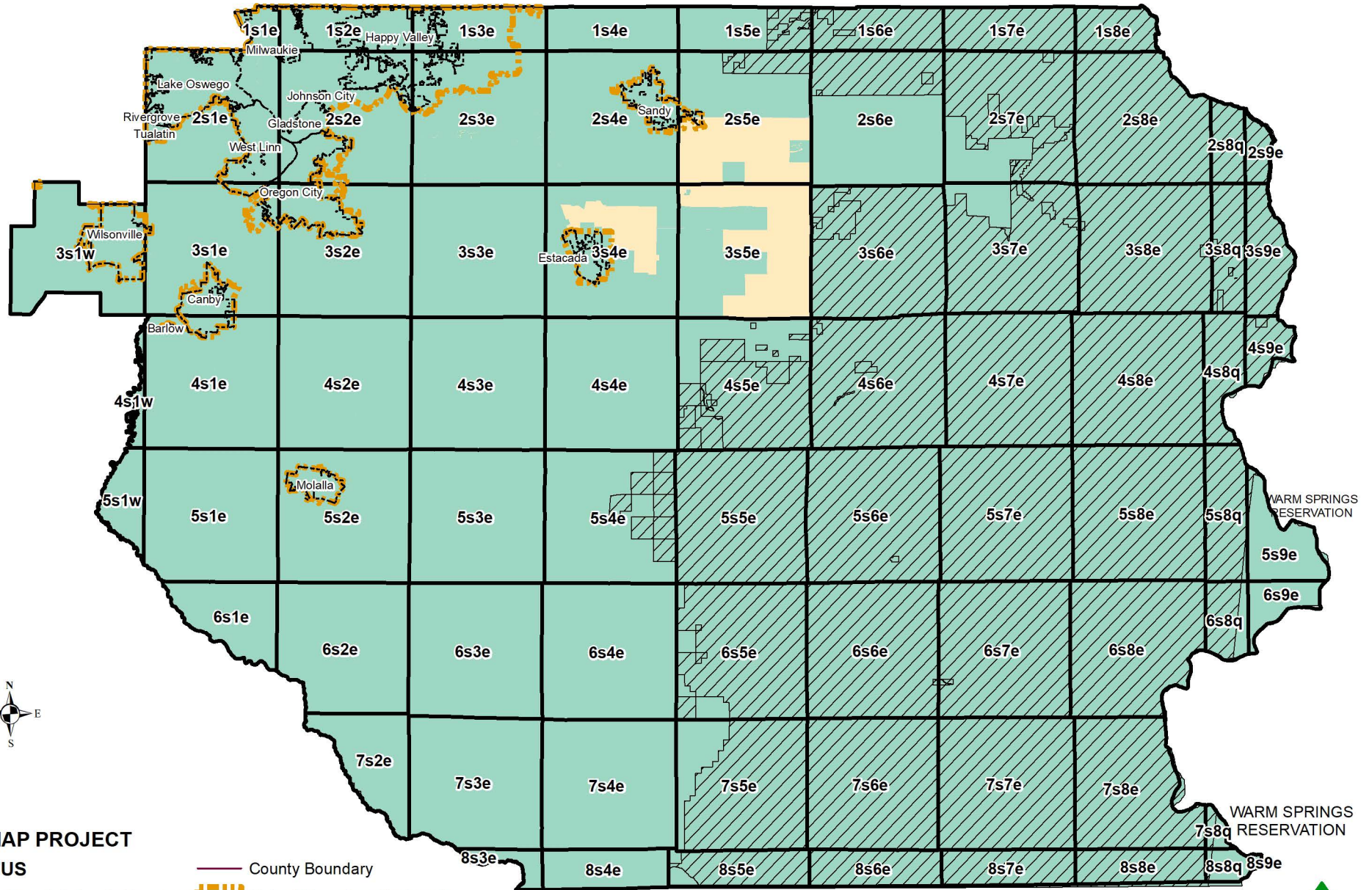
Printed Name: Tami Little Title: Assessor

<sup>1</sup>“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



# ATTACHMENT 1

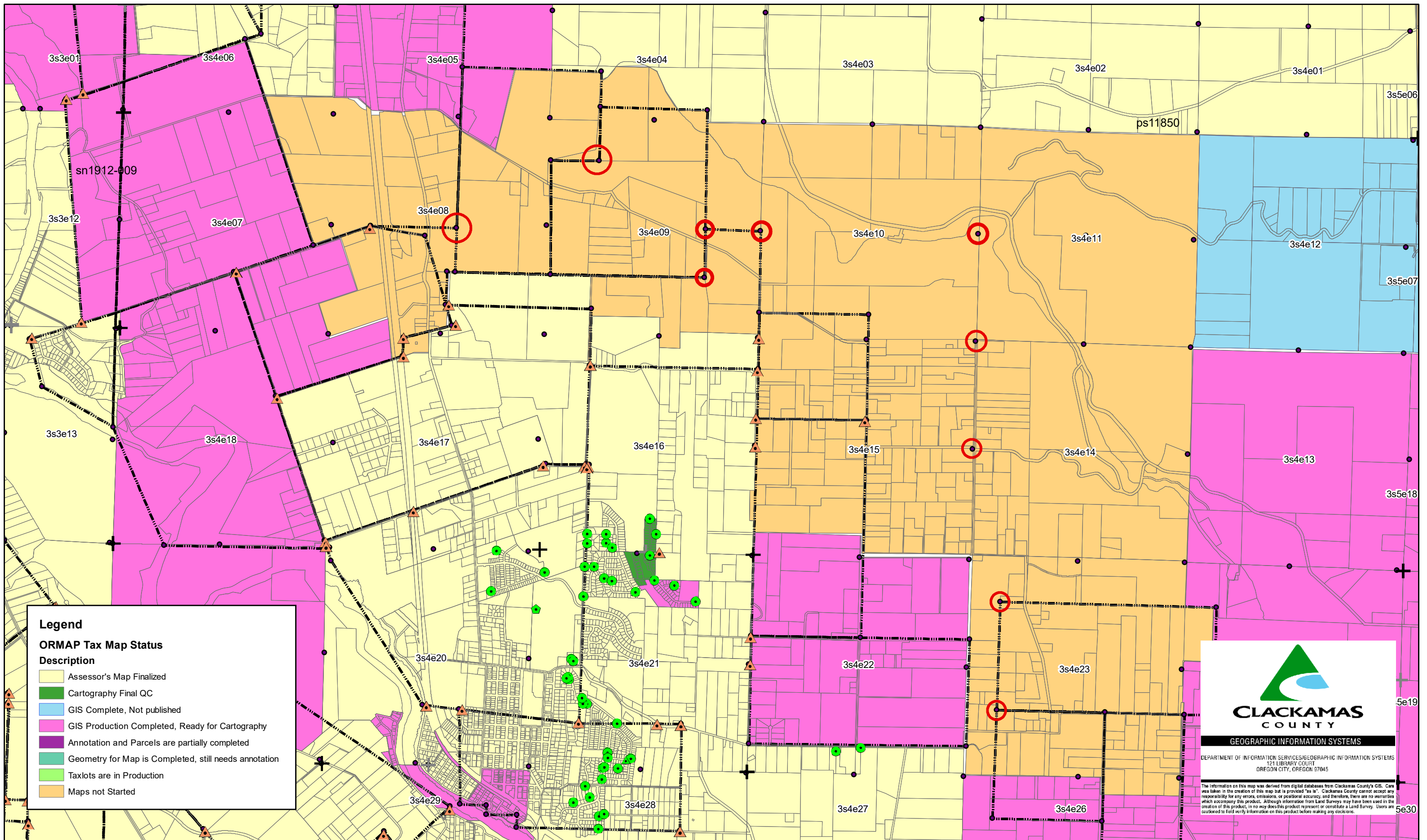
## ORMAP PROJECT STATUS MARCH 2018



**ORMAP PROJECT STATUS**

- Completed or In Progress
- Not Started
- Metro Urban Growth Boundary
- USFS, BLM, and ODF Resource Lands
- County Boundary






**Legend**

**ORMAP Tax Map Status**

**Description**

- Assessor's Map Finalized
- Cartography Final QC
- GIS Complete, Not published
- GIS Production Completed, Ready for Cartography
- Annotation and Parcels are partially completed
- Geometry for Map is Completed, still needs annotation
- Taxlots are in Production
- Maps not Started



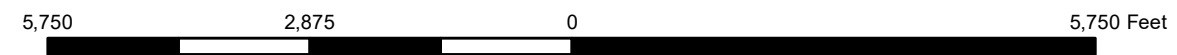
**CLACKAMAS COUNTY**

GEOGRAPHIC INFORMATION SYSTEMS

DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS  
121 LIBRARY COURT  
OREGON CITY, OREGON 97045

The information on this map was derived from digital databases from Clackamas County's GIS. Care was taken in the creation of this map but is provided "as is". Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product before making any decisions.

This Map is for ORMAP Project Planning.





**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
 County Counsel

July 18, 2019

Board of County Commissioners,  
 Clackamas County

Members of the Board:

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

Approval of a Memorandum of Understanding (hereafter this "MOU") with  
Mount Hood Search and Rescue Council (hereafter the "Council")

<b>Purpose/ Outcomes</b>	This MOU is being presented to memorialize the BCC's decision to provide funding to the Council for the purpose of securing a facility for the Council to store search and rescue ("SAR") equipment.
<b>Dollar Amount and Fiscal Impact</b>	The County is agreeing to pay \$36,000.00 annually, for five consecutive fiscal years, to the Council subject to the terms and conditions described in the MOU.
<b>Funding Source</b>	The funding source for the above referenced payments will be the County's general fund.
<b>Duration</b>	Effective upon signature by the Board for the next five fiscal years; expiring on June 30, 2024 unless sooner terminated.
<b>Previous Board Action</b>	The decision to provide funding to the Council was previously made at a BCC policy session on January 30, 2018.
<b>County Counsel Review</b>	This MOU was drafted and approved by County Counsel in or about June 2019.
<b>Strategic Plan Alignment</b>	The Council exists to save lives and improve search and rescue in the region through identifying, documenting and applying mission best practices, and equipping and training their members in skills they need to support their rescue mission and duties. As a County partner, the Council helps ensure safe, healthy and secure communities, which is one of the County's five strategic priorities.
<b>Contact Person</b>	Scott Ciecko, Assistant County Counsel (503)742-5390

**BACKGROUND:**

At the direction of the BCC this MOU was drafted and is being presented for signature to memorialize the terms and conditions of the County's promise to provide funding to the Council so that it can secure a facility to store SAR equipment.

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**RECOMMENDATION:**

County Counsel recommends that if the BCC intends to provide funding to the Council that it agree to and sign this MOU.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Ciecko". The signature is fluid and cursive, with a large initial "S" and a stylized "Ciecko".

Scott Ciecko  
Assistant County Counsel

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CLACKAMAS COUNTY  
AND MT. HOOD SAR COUNCIL**

THIS AGREEMENT (the "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the Mount Hood Search and Rescue Council ("Agency"), an Oregon domestic nonprofit corporation, which are collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Agency consists of members from several search and rescue ("SAR") organizations that perform SAR activities on and near Mt. Hood, Oregon.

The Clackamas County Board of Commissioners wishes to provide financial support to Agency, specifically for the purpose of helping Agency secure a facility to be used for the storage of Agency SAR equipment.

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

**TERMS AND CONDITIONS**

1. **Term.** This Agreement shall be effective upon execution by all Parties, and shall expire on June 30, 2024, unless sooner terminated pursuant to section 4 below.
2. **Party obligations.**
  - A. County agrees to:
    - i. Provide Agency with funding of up to **thirty-six thousand dollars** (\$36,000.00) per year, for each of the next five consecutive years;
    - ii. For purposes of this Agreement each of the five years shall consist of the County's fiscal years, which run from July 1 to June 30. The first fiscal year in which payment shall be made by County will be July 1, 2019 to June 30, 2020;
    - iii. Payment by County shall be provided at or near the beginning of each County fiscal year, and must be used by Agency solely for Agency's use of a storage facility where Agency and its members will store SAR equipment;
    - iv. At the end of each fiscal year in which payment was made by County to Agency, the Agency shall promptly return any amount of the County's payment that was not used for the SAR equipment storage facility; however, upon a showing of good cause by Agency, the County in its sole discretion may permit Agency to retain the unused portion as a carryover amount to be used in subsequent years;
    - v. County will not provide funding to Agency for any purpose besides Agency expenses for use of a SAR equipment storage facility as described in this Agreement.

B. Agency agrees to:

- i. Accept from County payments of up to \$36,000 per each of the next five County fiscal years, only to be used by Agency for use of a SAR equipment storage facility;
- ii. Submit a written report at least once annually to County detailing amounts spent by Agency for SAR equipment storage facility or facilities. This written report shall be submitted to County no more than thirty-days following the end of the County fiscal year in which Agency received payment;
- iii. If Agency does not use the entire \$36,000 in any fiscal year, Agency shall promptly return any amount of the County's payment that was not used for the SAR equipment storage facility; however, Agency may make a showing of good cause to County as to why the full amount was not used and the County in its sole discretion may permit Agency to retain the unused portion as a carryover amount to be used in subsequent years;
- iv. Upon request by County, Agency shall provide physical access to an employee or employees of County to the SAR equipment storage facility or facilities so that County may inspect and verify use of the facility or facilities.

**3. 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 herein.

**4. 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. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination, except when due to funding or budget shortfalls and County demonstrates that it does not have sufficient monies available to make the payments described in this Agreement.

5. **Indemnification.** Agency 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 related to this Agreement, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend Clackamas County, and their 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 Agency or the Agency's employees, subcontractors, or agents.

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.

6. **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.
7. **Notices and 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. Tracy Moreland, Policy Advisor, Clackamas County Administration, or her designee will act as liaison for the County.

**Contact Information:**

2051 Kaen Road  
Oregon City, Oregon 97045  
503-742-5974  
[tracymor@clackamas.us](mailto:tracymor@clackamas.us)

Dave Prouty, Mt. Hood SAR Council President, or his designee will act as liaison for the Agency.

**Contact Information:**

Dave Prouty  
PO Box 1253  
Oregon City, OR 97045  
[sar4me@gmail.com](mailto:sar4me@gmail.com)

**8. 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. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County’s request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- F. **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.
- G. **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.
- H. **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.

- I. **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.
- J. **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.
- K. **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.
- L. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the obligations required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. **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.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.



- P. **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.
- Q. **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.
- R. **Confidentiality.** Agency 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 Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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.

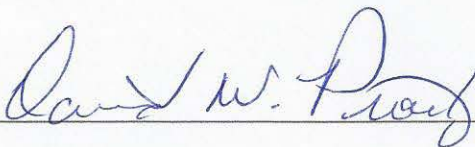
**[Signatures on Following Page]**

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

**Clackamas County**

**Mt. Hood SAR Council**

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

  
\_\_\_\_\_  
Dave Prouty, President

\_\_\_\_\_  
Date

6/27/2019  
\_\_\_\_\_  
Date



July 18, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment with the  
City of Gladstone to provide Library Director Services

<b>Purpose/Outcomes</b>	Provide temporary Library Director services to the City of Gladstone until Gladstone Public Library operations are transferred to the County.
<b>Dollar Amount and Fiscal Impact</b>	\$18,123.25 in revenue, credited to the BCS Oak Lodge Library program
<b>Funding Source</b>	N/A - Revenue
<b>Duration</b>	Through September 30, 2019
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> </ul>
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• <i>10/12/2017 Business Meeting</i> – Approval of Settlement Agreement with City of Gladstone</li> <li>• <i>2/15/2018 Business Meeting</i> – Approval of Amendment No. 1 to the Settlement Agreement with the City of Gladstone</li> <li>• <i>7/12/2018 Business Meeting</i> – Approval of Intergovernmental Agreement with the City of Gladstone to Provide Library Director Services</li> </ul>
<b>County Counsel</b>	Approved as to Form by County Counsel on July 2, 2019.
<b>Contact Person</b>	Laura Zentner, BCS Director, 503-742-4351

**BACKGROUND:**

In October 2017, the County and the City of Gladstone entered into a Settlement Agreement which contemplates the operation and construction of two new libraries, one located within the City of Gladstone and one located within the Oak Lodge Library service area. Both libraries will be managed and operated by the County. County and City staff have begun the planning process to transfer operations of the Gladstone Library to the County, and anticipate this transfer will be completed in FY 19-20.

In 2018, following the resignation of the City of Gladstone’s Library Director, the City and the County entered into an intergovernmental agreement (IGA) under which the County has been providing temporary Library Director Services to the City of Gladstone. The Director of the BCS Oak Lodge Library, Mitzi Olson, has been serving as Director of the Gladstone Library since July 2018.

Under this IGA amendment, the County will continue to provide Library Director Services to the City of Gladstone through September 30, 2019. In consideration, the City of Gladstone will pay the County \$18,123.25 representing one half of Director Olson’s salary and benefits for the time period of the amendment.

The City of Gladstone and the County are currently working to enter into a separate IGA for the ongoing management and operation of the Gladstone Public Library starting in FY 19-20. That IGA will be presented to the Board at a later date.

**RECOMMENDATION:**

Staff recommend that the Board of County Commissioners approve the Amendment to Intergovernmental Agreement between Clackamas County and the City of Gladstone.

**ATTACHMENTS:**

1. Amendment to Intergovernmental Agreement between Clackamas County and the City of Gladstone.

Respectfully submitted,

Laura Zentner, Director  
Business and Community Services

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND THE CITY OF GLADSTONE**

THIS AMENDMENT (“Amendment”) is entered into by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Gladstone (“City”) and shall become a part of that Intergovernmental Agreement entered between the parties on July 17, 2018 (the “Agreement”).

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 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;

WHEREAS, the parties desire to extend the effective date of the Agreement and to provide additional compensation for the County to provide temporary library director services on behalf of the City during the extended term of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Effective Date.** Section 1, Effective Date, of the Agreement is hereby amended to extend the termination date of the Agreement from July 13, 2018 to September 30, 2019.
2. **Consideration.** Section 2, Consideration, of the Agreement is hereby amended to provide additional compensation for the extended term of the Agreement. For the period of July 1, 2019 through September 30, 2019, the City will pay the County the sum of \$18,123.25, which sum represents half of salary and benefits of the current Oak Lodge Library Director, Mitzi Olson, during the extended term of the Agreement. The City shall make payment to the County within thirty (30) days of execution of this Amendment.

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

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

**Clackamas County**

**City of Gladstone**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Boating Facility Grant Intergovernmental Agreement No. 1634  
to Resurface Parking, Replace Curbing and Sidewalks, and Restripe Parking Area at Carver Park

<b>Purpose/Outcomes</b>	The Oregon State Marine Board Facility Grant program provides funding for infrastructure improvements at boating facilities throughout the state. BCS County Parks applied for and was awarded funding to resurface the parking area with a two inch asphalt overlay, replace curbing and sidewalks, and restripe the parking area at Carver Park.
<b>Dollar Amount and Fiscal Impact</b>	The grant award is \$132,000. BCS County Parks will provide \$60,000 in matching cash funds, \$2,325 in non-cash support for a total project cost of \$194,325.
<b>Funding Source</b>	Oregon State Marine Board Facility Grant funds, and BCS County Parks FY 19-20 budgeted funds.
<b>Duration</b>	Project shall be completed by December 30, 2019. The grant agreement term is 20 years from the date of project completion or the date of final payment issuance, whichever is later.
<b>Previous Board Action</b>	N/A
<b>Counsel Review</b>	Approved as to Form by County Counsel on July 2, 2019.
<b>Strategic Plan Alignment</b>	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build public trust through good government.
<b>Contact Person</b>	Rick Gruen, Manager, BCS County Parks & Forest, 503-742-4345
<b>Contract No.</b>	Boating Facility Grant Intergovernmental Agreement No. 1634

**BACKGROUND:**

Clackamas County's Carver Park is located on Springwater Road in the rural community of Carver, and provides boat ramp access to the lower Clackamas River. Carver Park receives heavy year-round use which has necessitated several repairs, including paving the access road entrance into the park and the parking lot with a 2" asphalt overlay, replacing broken curbs throughout the parking area, adding new directional arrows, adding new stall striping, and increasing boat trailer designated stalls.

The Oregon State Marine Board Facility Grant program provides an opportunity for BCS County Parks to leverage its funding capabilities on capital improvement projects to replace aging infrastructure. This project will increase safety at the facility, will provide better traffic flow, and will add additional boat trailer parking.

**RECOMMENDATION:**

Staff recommends the Board approve OR State Marine Board Boating Facility Grant Intergovernmental Agreement No. 1634 and delegate authority to Business and Community Services Director, Laura Zentner to sign the grant agreement for the County.

**ATTACHMENTS:**

1. Boating Facility Grant Intergovernmental Agreement No. 1634 between the State of Oregon acting by and through its State Marine Board and Clackamas County.

Respectfully submitted,

Laura Zentner, Director  
Business and Community Services



# BOATING FACILITY GRANT INTERGOVERNMENTAL AGREEMENT

Agreement No. 1634

This Agreement is between the State of Oregon acting by and through its State Marine Board (“OSMB”) and Clackamas County (“Recipient”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

## SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at *Carver Park to resurface parking and maneuver area with two-inch asphalt overlay, replace curbing, sidewalk and restripe parking area*. hereinafter called the “Project,” as described in the Recipient’s Facility Grant Application *FG#1634* and Staff Report to OSMB. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

## SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on the date of the last signature and terminates on the date 20 years after the date of Project completion or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 16.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before December 30, 2019. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

## SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1** OSMB’s Authorized Representative is:

Janine Belleque, Boating Facilities Program Manager  
PO Box 14145, Salem OR 97309  
435 Commercial Street NE Suite #400, Salem Oregon  
(503) 378-2628 Office, [Janine.Belleque@oregon.gov](mailto:Janine.Belleque@oregon.gov)

- 4.2** Recipient’s Authorized Representative is:

Rick Gruen, County Parks Manager  
150 Beaver Creek Rd, Suite 419, Oregon City, OR 97045  
503-742-4345 Office, [rgruen@clackamas.us](mailto:rgruen@clackamas.us)

- 4.3** A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

### 5.1 Responsibilities of Recipient:

- 5.1.1 Project Timeline.** The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".
- 5.1.2 Matching Cash Funds.** The Recipient shall contribute the total sum of *\$60,000.00* in cash as described in the Staff Report.
- 5.1.3 Matching Non-cash Resources.** The Recipient shall contribute the total sum of *\$825.00* administrative match and *\$1,500.00* force account labor, materials and/or equipment). These are non-reimbursable items.
- 5.1.4 Construction.** The Recipient shall award, and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.
- 5.1.5 Commercial and Other Uses.**
- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
    1. has financial profit as a goal,
    2. charges any fees or receives any benefit to provide services, supplies or goods, or
    3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
  - b. Commercial Use is prohibited.
  - c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to prohibiting single cars from parking in boat trailer parking spots. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.

- d. If Project funded a pumpout or dump station in a marina or short term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

**5.1.6 Project Sign.** The Recipient shall post in a conspicuous location at the site a sign identifying OSMB's participation in the Project. The sign will be maintained during the term of the Agreement.

**5.1.7 Publications and Advertising.** The Recipient shall include the following statement if publishing any report, news release or publication regarding the project: *"Partial funding was provided by the Oregon State Marine Board Boating Facility Grant Program, investing fees and taxes paid by motorized boaters for boating facility improvements."*

**5.1.8 Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

**5.1.9 User Fees.** Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-014-0040 eligibility on publicly owned and operated Projects.

**5.1.10 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.13, Indemnification by Subcontractors.

**5.1.11 Payments.** Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its

subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and

- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

**5.1.12 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

**5.1.13 Indemnification by Subcontractors.** The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**5.1.14 Boating Facility Operation.** The Parties have entered into other grant agreement(s) 750, 779, 831 which provide for the Recipient to operate boating facilities, including but not limited to, [restrooms, boat trailer parking, docks, boat ramps]. The Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreement(s) have expired.

## **5.2 Responsibility of OSMB:**

**5.2.1** OSMB shall pay Recipient as described in Sections 6 and 7.

## **SECTION 6: CONDITIONS TO DISBURSEMENT**

**6.1 Conditions Precedent to Any Reimbursement.** OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s) , statement of work, request for proposals or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and

- c. A copy of the contractor's, vendor's, supplier's bid pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

**6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.1. as progress payments.

**6.3 Conditions Precedent to Final Payment.** OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

## **SECTION 7: COMPENSATION AND PAYMENT TERMS**

**7.1 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the amount of *\$132,000.00* to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

**7.2 Payments.** After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".

**7.3 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

**7.4 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder

that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

- 7.5 Cost Savings.** Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1. "GRANT FUNDS" and Section 5.1 "RESPONSIBILITIES OF RECIPIENT."

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a county, duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and

conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; 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 State of Oregon 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, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: OWNERSHIP OF WORK PRODUCT**

**10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

**10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

## **SECTION 11: NO DUPLICATE PAYMENT**

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to, the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

## **SECTION 12: CONTRIBUTION**

**12.1** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third Party Claim.

**12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim ), OSMB 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 Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient 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. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient 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 OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 13: REMEDIES**

- 13.1** In the event Recipient is in default under Section 16.3, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event OSMB is in default under Section 16.3 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 16, or in the event OSMB terminates this Agreement under Sections 16.1, 16.2, or 16.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to

termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 13.2, Recipient shall promptly pay any excess to OSMB.

#### **SECTION 14: RECOVERY OF OVERPAYMENTS**

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

#### **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

#### **SECTION 16: TERMINATION**

**16.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, as authorized by ORS82.010 or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days OSMB will turn any delinquent debt over to the Department of Revenue for collection per ORS293.231.

**16.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 27 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days

from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

**16.3 Termination for Default.** OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- h. The Recipient defaults under any other agreement between the Parties.

**16.4 Rights and Remedies.** The Recipient shall, within 30 days of its receipt of a notice of default, cure the default or, if the default cannot be cured within 30 days reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

## **SECTION 17: NONAPPROPRIATION**

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

## **SECTION 18: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 19: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 20: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 12, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 21: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

**23.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement. **Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the

Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

**23.2 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 23.2 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

**23.2.1** Termination of this Agreement, in whole or in part;

**23.2.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and

**23.2.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **SECTION 24: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 25: PERSONS NOT TO BENEFIT**

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

## **SECTION 26: INTENDED BENEFICIARIES**

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any

of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

### **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Recipient's performance of its obligations under this Agreement.

### **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, 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 or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 34: ADDITIONAL REQUIREMENTS**

Recipient shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

### **SECTION 35: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, the Facility Grant Application, Recipient Staff



Report, attached Exhibit A (the Project Timeline), Exhibit B (Certificate of Tax Compliance), and Exhibit C (Additional Requirements).

**SECTION 36: ATTORNEY FEES**

In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

**SECTION 37: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its State Marine Board.**

\_\_\_\_\_  
Larry Warren, Director Date

**Clackamas County**

\_\_\_\_\_  
Signature Date

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

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Approval Authorized by Letter August 2, 2017  
Steven Marlowe, Assistant Attorney General Date

**EXHIBIT A**  
**PROJECT TIMELINE**

Responsibility	Date	Description
Recipient	July 2019	Solicit for bids-prepare documents, bid opening, evaluate responses, award contract and manage the process.
Recipient	August 2019	Provide OSMB with a copy of bid document, bid results and awarded contract
OSMB	Ongoing	Provide assistance to Recipient throughout process
Recipient	October 2019	Receive contractor invoices, issue payment and request final reimbursement from OSMB.
OSMB	December 2019	Issue final reimbursement, close the grant and term of the grant begins.

**EXHIBIT B**

**CERTIFICATION OF TAX COMPLIANCE**

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number 93-6002286

Oregon Tax Number \_\_\_\_\_

Organizational DUNS 096992656

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Recipient's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT C**

### **ADDITIONAL REQUIREMENTS**

The Recipient will restripe the parking to match the Maintenance Assistance Program agreement quantities for a minimum of 61 vehicle with boat trailer parking spaces and 32 single car parking spaces



July 18, 2019

Board of County Commissioners  
 Clackamas County  
 Board of North Clackamas Parks and Recreation District

Approval of an Intergovernmental Agreement with  
Clackamas Community College for Educational & Enrichment Services

<b>Purpose/Outcomes</b>	Allows NCPRD to partner with Clackamas Community College (CCC) for provision of program instruction from Summer 2019 through Spring 2020 terms. Classes to be held at the Milwaukie Center.
<b>Dollar Amount and Fiscal Impact</b>	This IGA represents \$62,200 of anticipated instructional expenditure in FY 19-20.
<b>Funding Source</b>	FY 19-20 budgeted funds for older adult and recreation programming services
<b>Duration</b>	June 24, 2019 through June 12, 2020
<b>Strategic Plan Alignment</b>	This IGA supports Performance Clackamas through: <ul style="list-style-type: none"> <li>• Building public trust through good government</li> <li>• Ensuring safe, healthy and secure communities</li> </ul>
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• This IGA is renewed annually.</li> <li>• FY 18-19 renewal approved at the 06/14/2018 Business Meeting</li> </ul>
<b>Counsel Review</b>	Approved as to form on June 18, 2019
<b>Contact Person</b>	Scott Archer, <i>Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001

**BACKGROUND:**

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for educational & enrichment services at the Milwaukie Center through the 2019-20 fiscal year.

The annual renewal of this IGA allows NCPRD to partner with CCC for the provision of program instructors to lead classes to be held at the Milwaukie Center. CCC will provide up to 2,476 hours of instruction with a maximum cost of \$62,200.

**RECOMMENDATION:**

Staff recommends the Board approve this annual IGA and authorizes the Business and Community Services Director or Deputy Director to execute any and all documents necessary to effectuate the same.

**ATTACHMENT:**

Clackamas Community College Educational Services Senior Program Contract Community Education

Respectfully submitted,

Laura Zentner, Director  
Business and Community Services



## EDUCATIONAL SERVICES SENIOR PROGRAM CONTRACT COMMUNITY EDUCATION

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This agreement is entered into between North Clackamas Parks and Recreation District Milwaukie Center (Facility) and Clackamas Community College (College). Herein referred to individually as “party” and collectively as “parties.”

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Whereas, both the College and the Facility desire to jointly plan, promote, and sponsor programs for adults and, whereas, the Facility desires to engage the College to render specific educational services to Facility’s patrons.

Whereas 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.

Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. Term; Termination. This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon thirty (30) days written notice.
- B. Compensation. The Facility agrees to pay the College a sum not to exceed **\$62,200.00 for the provision of educational classes during the term of the agreement.** The College will invoice the Facility an amount equal to approximately one quarter of the contract value each College term. Approximate billing dates are; July 22, 2019, October 21, 2019, February 3, 2020 and May 4, 2020. All invoices will be due within thirty (30) days of receipt by Facility. Undisputed invoices unpaid after 30 days will be charged a \$15 service fee.

In addition, the College and the Facility agree as follows:

**The College will provide the following:**

1. Offer **2,476** hours of instructional hours during the term of the Agreement. Classes offered are listed in Exhibit A
2. Recruit and hire qualified instructors to teach the classes listed in Exhibit A
3. Confirm with Facility the Class schedule prior to the start of each College term.
4. Appoint a liaison to work with Facility on implementing and coordinating the Services.
5. Provide Worker’s Compensation and General Liability insurance coverage for instructors at limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate throughout the Term of the Agreement. Certificates of which shall be provided upon request.
6. Provide tuition waivers to all Facility residents 62 years of age and older participating in Classes.

**The Facility will:**

1. Provide appropriate classroom facilities for classes to be held at its property located at 5440 SE Kellogg Creek Drive Milwaukie Oregon 97222.
2. Follow and maintain Enrollment Verification Policy attached as Exhibit B and hereby incorporated by reference.
3. Appoint a liaison to work with the College on implementing and coordinating the Services.
4. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.
5. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes including closures due to inclement weather. In cases of closure due to inclement weather, College and Facility will work together to reschedule classes. In the event that the College closes due to inclement weather but the Facility remains open the value of contract will be adjusted to reflect actual hours delivered. If Facility and College are both closed no adjustments will be made.

### **General Provisions**

1. No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
2. 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.
3. Subject to the Oregon Tort Claims Act and the Oregon Constitution, College agrees to indemnify, defend, and hold harmless Facility, its officers, agents, 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 College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the Facility agrees to indemnify, defend and hold harmless College, its officers, agents, employees, students or independent contractors 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 Facility or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Facility has a right to control.
4. Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party's officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
5. This contract and attached Exhibit A constitute the entire agreement between the College and/or the Facility on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College and/or the Facility unless in writing and signed by both parties.
6. The College is subject to Americans with Disabilities Act (ADA). Facility agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
7. During the performance of this agreement, the parties shall comply with all applicable federal and state laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42



U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.

8. Neither party shall solicit/hire or attempt to solicit/hire for employment either directly or indirectly an employee or contractor of the other party, during the term of this Agreement and for a period of one year after termination/expiration of this Agreement.
9. 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.
10. 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.
11. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
12. No Third-Party Beneficiary. College and Facility 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.
13. 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.
14. 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.
15. Time is of the Essence. College agrees that time is of the essence in the performance this Agreement.
16. 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.
17. Force Majeure. Neither College nor Facility shall be held responsible for delay or default caused by events outside of the College or Facility's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

**COLLEGE:**

Clackamas Community College

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Community Education & Harmony Campus  
Director

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Vice President and CFO, College Services  
Authorizing Signature

**FACILITY:**

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Clackamas County Board of County  
Commissioners on Behalf of North  
Clackamas Parks and Recreation District:

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Chair

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Recording Secretary

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Date

Approved as to Form:

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County Counsel

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Date

**Exhibit A**

**NAME OF FACILITY: Milwaukie Center 2019-2020**

TERMS OFFERED SU F W SP				CLASS TITLE	CLASS TIME START/END	DAYS	NUMBER OF WEEKS	TOTAL HOURS PER TERM	TOTAL HOURS PER YEAR	INSTRUCTOR'S NAME
X	X	X	X	Gold Toning	11am-12pm	M	10	10	40	Nishikido
X	X	X	X	Gold Toning	12:05-1:05 p.m.	W	10	10	40	Nishikido
X	X	X	X	Innergystics	11:15am- 12:15pm	TH	10	10	40	Blosser
X	X	X	X	Strength & Relax Yoga	2:40-3:40pm	M	11	11	44	LaFrenier/Ossowski
X	X	X	X	Strength & Relax Yoga	2:30-3:30 p.m.	W	11	11	44	Jordan
X	X	X	X	Strength & Relax Yoga	2:30-3:30 p.m.	TH	11	11	44	Bracht
X	X	X	X	Complete Conditioning	9:20-10 :20am	T	Su: 10, Wi: 11, Sp: 11 Fa: 13	Su: 10, Wi: 11, Sp: 11 Fa: 13	45	Hall
X	X	X	X	Complete Conditioning	9:20-10 :20am	TH	Su: 10, Wi: 11, Sp: 11 Fa: 13	Su: 10, Wi: 11, Sp: 11 Fa: 13	45	Hall
X	X	X	X	Functional Fitness	10:30-11 :15am	T	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Functional Fitness	10:30-11 :15am	TH	Su 7.50, Wi 8.25, Sp 8.25: Fa 9.00:	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall

X	X	X	X	Stretch N Flex	8:10-9:10am	T	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 11 Fa: 12	45	Hall
X	X	X	X	Stretch N Flex	8:10-9:10am	TH	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 11 Fa: 12	45	Hall
X	X	X	X	Chair Yoga	1:30-2:30pm	M	11	11	44	Jones
X	X	X	X	Yin Yoga	12:15-1:15pm	M	11	11	44	Jordan
	X	X	X	Gentle Yoga	5:30-6:30 p.m.	T	11	11	44	LaFrenier/Stevens
X	X	X	X	Yoga	10:10-11:10 a.m.	S	11	11	44	Delancey
X	X	X	X	Yoga Fusion	9:30-10:30 a.m.	SU	Su 9, Fa 11, Wi 11, Sp 11	Su 9, Fa 11, Wi 11, Sp 11	42	Stevens
X	X	X	X	Tai Chi Beginner	9:30-10:30 a.m.	W	Su 8, Fa 12, Wi 11, Sp 11	Su 8, Fa 12, Wi 11, Sp 11	42	Quinlan
X	X	X	X	Tai Chi Beginner	11:25 a.m.- 12:25 p.m.	T	Su 8, Fa 12, Wi 11, Sp 11	Su 8, Fa 12, Wi 11, Sp 11	42	Quinlan
	X	X	X	Tai Chi Beg & Int.	6:35-7:35pm	MW	11	22	66	TBA
	X	X	X	Tai Chi: Martial Art Form/Swords	5:30-6:30pm	MW	11	22	66	TBA
X	X	X	X	Exercenrics	12:15-1:15pm	M	11	11	44	McClenahan
X	X	X	X	Low Impact Aerobic Strength Training	4:00-4:45 p.m.	TH	8.25	8.25	33	McClenahan
X	X	X	X	Small Group Personal Training	5:30-6:30 p.m.	TH	11	11	44	McClenahan
X	X	X	X	Zumba	6:30-7:30pm	T	11	11	44	Miratsky
X	X	X	X	Zumba	6:30-7:30pm	TH	11	11	44	Miratsky

	X	X	X	Smartphone Basics	9-10:30 am	TH	10	15	45	Rosson
	X	X	X	Smartphone Basics	10:45 am-12:15 pm	TH	10	15	45	Rosson
X	X	X	X	EZ Does It	8:30-9:15am	M	8.25	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	W	8.25	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	F	8.25	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11 :50am	M	8.25	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11 :50am	W	8.25	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	F	8.25	8.25	33	Stauss
	X	X	X	Hula Dance for Fitness	7:30-8:30pm	W or S	Su 6, Fa, Wi, Sp - 10	6, 10	36	Taylor
X	X	X	X	Line Dance for Fitness	9:30-10:30 a.m.	M	11	11	44	Mattson
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
	X		X	Spanish Immersion	TBD	TBD	1	10	20	Torres
	X	X	X	Spanish Beginning	6-7:30 p.m.	W	12	12	48	Torres
X	X	X	X	Spanish I	1-2:30	M	12	12	48	Torres
X	X	X	X	Spanish II	12:15-2:00 p.m.	M	14	14	56	Torres
X	X	X	X	Spanish Conversation I	10:30 a.m.- 12 p.m.	M	12	12	48	Torres

X	X	X	X	Spanish Conversation II	9-10:30	M	12	12	48	Torres
X	X	X	X	Creative Writing	1-2:45pm	W	8	14	56	Arnold
X	X	X	X	Your Story	1-2:45pm	TH	8	14	56	Arnold
X	X	X	X	Line Dance Beginning II	12:35-1:35 p.m.	T	10	10	40	Drewry
X	X	X	X	Line Dance Beginning II	12:30-1:30pm	TH	10	10	40	Jacobson
X	X	X	X	Ballroom Dance	2-3p.m.	F	10	10	40	Drewry
X	X	X	X	Ballroom Dance - pm	6-7:15 p.m.	M	10	10	40	Drewry
	X	X	X	Drawing	TBD	TBD	6	12	36	Macca
X	X	X	X	Acrylics	2:15-4:45 p.m.	M	20	20	80	Macca
X	X	X	X	Oil Painting	9:30 a.m.-12 p.m.	TH	10	25	100	Wilson
X	X	X	X	Oil Painting	1-3:30 pm	TH	10	25	100	Wilson
		X		Gelli Printmaking	9:30 a.m.-12:30 p.m.	S	24	24	24	Bolon
			X	SoulCollage	9:30 a.m.-12:30 p.m.	S	24	24	24	Roe

## **EXHIBIT B**

### **Clackamas Community College, Community Education Enrollment Verification Process**

In being good stewards of college funding, it is important that we are mindful of maintaining an enrollment number that is sustainable for the longevity of the program. A minimum enrollment of 10 students is needed in all Senior Program course offerings. The goal of the Clackamas Community College, Community Education Office is to enhance lifelong learning in the community we serve, while maintaining the integrity of the program.

#### **Existing Courses:**

Existing courses are defined as courses that have been offered for three or more terms, and have had 10 or more students enrolled.

#### **Cancelling Courses:**

Courses will be cancelled for the following reasons. Faculty will notify CCC Community Education Office of any course that is not meeting enrollment qualifications and needs to be cancelled.

- course has less than 10 students enrolled,
- course has more than one offering,
- course is being offered at other center(s).

If you have an existing course that has had a drop in enrollment, consider changing the time, day, instructor, or offer it seasonally.

If you are offering an existing course the Enrollment Verification Process is as follows:

- One Week Before: If there are less than 5 students enrolled, cancel the course.
- The Week of: If there are less than 8 enrolled, cancel the course.
- The Day prior: If there are less than 10, cancel the course.
  - Example: if a class is to run on Monday, cancel the course the Friday before. If a class is to run on Wednesday, cancel the course the Tuesday before.

#### **New Courses:**

New courses are defined as courses that have not been offered at your location and do not have a similar course available. (Example: Yoga and Gentle Yoga.) This also includes a **rejuvenated course**, defined as an existing course offered and cancelled in the previous academic year(s) due to a drop in enrollment. We urge you to continually review the possibility of rejuvenated courses as potential offerings to your students.

If you are offering a new or rejuvenated course that meets this definition and has been communicated to the Clackamas Community College Community Education Office, to build up the new course the Enrollment Verification Process is as follows:

- A minimum of 7 students enrolled is needed. If there are less than 7 students, cancel the course.
- Class is allowed two terms to meet a minimum of 10 students enrolled. If, by the beginning of the third term, the course is not meeting the minimum enrollment, cancel the course.

For new courses under the minimum enrollment, please talk directly with the Clackamas Community College Community Education Office.

Faculty Senior Program will communicate with students to let them know the course is cancelled.

If you have questions, please contact the CCC Community Office, 503-594-0627.



July 18, 2019

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Approval of an Intergovernmental Agreement with  
Clackamas Community College for Community Based Instructional Programs

<b>Purpose/Outcomes</b>	Allows NCPRD to partner with Clackamas Community College (CCC) to deliver community based instructional programs and receive reimbursement from Summer 2019 through Spring 2020 terms.
<b>Dollar Amount and Fiscal Impact</b>	This IGA will provide \$15,068 of revenue in FY 19-20.
<b>Funding Source</b>	Anticipated revenue included in FY 19-20 NCPRD adopted budget for older adult and recreation services programming.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Strategic Plan Alignment</b>	This IGA supports Performance Clackamas through: <ul style="list-style-type: none"> <li>• Building public trust through good government</li> <li>• Ensuring safe, healthy and secure communities</li> </ul>
<b>Previous Board Action</b>	This IGA is renewed annually; renewal for FY 18-19 was approved at the June 14, 2018 Business Meeting.
<b>Counsel Review</b>	Approved as to Form on June 18, 2019
<b>Contact Person</b>	Scott Archer, <i>Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001

**BACKGROUND:**

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for planning, promoting and delivering a variety of community based instructional programs. During FY 19-20, NCPRD anticipates providing services for at least 41 total full time equivalent students (in accordance with OAR 589-001-0300), and receiving reimbursement from CCC in the amount of \$15,068.

**RECOMMENDATION:**

Staff recommends the Board approve this IGA and authorizes the Business and Community Services Director or Deputy Director to execute any and all documents necessary to effectuate the same.

**ATTACHMENT:**

Clackamas Community College Community School Educational Services Contract

Respectfully submitted,

Laura Zentner, Director  
Business and Community Services





# COMMUNITY SCHOOL EDUCATIONAL SERVICES CONTRACT

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This agreement is entered into between **North Clackamas Parks & Recreation District (Facility)** and **Clackamas Community College (College)**. Herein referred to individually as “party” and collectively as “parties.”

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Whereas, both the College and the Facility desire to jointly plan, promote, and sponsor programs for adults and, whereas, the Facility desires to engage the College to render specific educational services to Facility’s patrons.

Whereas 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.

Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. **Term; Termination.** This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon thirty (30) days written notice. A non-defaulting Party may terminate or suspend this Agreement for cause upon thirty (30) days written notice and opportunity to cure to the defaulting party, provided, however, that the parties shall discuss and reasonably attempt to resolve the issues that led to the notice of termination or suspension during the thirty-day period. Upon termination, Facility shall pay College for undisputed fees incurred up to date of termination.
- B. **Compensation.** The College agrees to pay the Facility the sum of **\$15,068.00** for forty one (41) or more Full Time Equivalent (FTE) students in accordance with **OAR 589-001-0300**. If it is determined the Facility will exceed or not fulfil the originally anticipated FTE goal, the total payment will be adjusted according to schedule posted in Exhibit A. Payments are issued in January 2020 and June 2020 and based on total FTE.

In addition, the College and the Facility agree as follows:

**The College will provide the following:**

- 1. Confirm with Facility the class schedule prior to the start of each College term.
- 2. Appoint a liaison to work with Facility on implementing and coordinating the Services.

**The Facility will:**

- 1. Provide appropriate classroom facilities for classes to be held at is property located at **North Clackamas Aquatic Center, 7300 SE Harmony Road, Milwaukie, Oregon 97222.**
- 2. Appoint a liaison to work with the College on implementing and coordinating the services.
- 3. Plan, promote and deliver a variety of community based instructional programs resulting in at least **forty-one (41)** total reimbursable FTE, as noted in Exhibit A.

## General Provisions

1. No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
2. 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.
3. Subject to the Oregon Tort Claims Act and the Oregon Constitution, College agrees to indemnify, defend, and hold harmless Facility, its officers, agents, 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 College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the Facility agrees to indemnify, defend and hold harmless College, its officers, agents, employees, students or independent contractors from and against 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 Facility or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Facility has a right to control.
4. Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party's officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
5. This contract constitutes the entire agreement between the College and/or the Facility on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College and/or the Facility unless in writing and signed by both parties.
6. The College is subject to Americans with Disabilities Act (ADA). Facility agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
7. During the performance of this agreement, the parties shall comply with all applicable federal and state laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.
8. Laws of Oregon; Public Contracts. The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon.
9. 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.
10. 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.

11. No Third-Party Beneficiary. College and Facility 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.
12. 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.
13. 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.
14. Time is of the Essence. College agrees that time is of the essence in the performance this Agreement.
15. 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.
16. Force Majeure. Neither College nor Facility shall be held responsible for delay or default caused by events outside of the College or Facility's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement

The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

**COLLEGE:**

Clackamas Community College

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Community Education & Harmony Campus  
Director

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Vice President and CFO, College Services  
Authorizing Signature

**FACILITY:**

Clackamas County Board of County  
Commissioners on Behalf of North  
Clackamas Parks and Recreation District:

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Chair

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Recording Secretary

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Date

Approved as to Form:

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County Counsel

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Date

<b>CCC Business Office</b>
<b>ACCT#:</b> 11-0000-00-10018-64300
<b>AMOUNT:</b> \$15,068.00
<b>DATES:</b> January 2020, June 2020

**EXHIBIT A**  
**OREGON FTE FORMULA**  
**#students \* #hours /510**

<b>Program</b>	<b>Required FTE</b>	<b>Estimated Classes/Enrollment Required</b>	<b>2018-19</b>
Small	12-20	10 classes & 100 enrolled	\$4,956
Medium	21-30	90 classes & 900 enrolled	\$8,293
Large	31-40	130 classes & 1200 enrolled	\$11,631
XLarge	41+	130 classes & 1800 enrolled	\$15,068