



**DAN JOHNSON**  
DIRECTOR

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

October 18, 2018

Board of County Commissioners  
Clackamas County  
Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Happy Valley regarding the transfer of SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road**

<b>Purpose/Outcomes</b>	Jurisdictional transfer of SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road
<b>Dollar Amount and Fiscal Impact</b>	Cost savings in the form of elimination of staff time and maintenance monies used on these roads located entirely within the City of Happy Valley. Initial cost of transfer is \$106,000 which represents the cost of a 2" asphalt overlay of SE Stoneybrook Court and SE Rock Creek Court. County agrees to apply a slurry seal of SE Armstrong Circle and clean the ditches along SE Hemrich road.
<b>Funding Source</b>	Road Fund
<b>Duration</b>	Upon execution; permanent transfer.
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	Build a strong infrastructure. Build public trust through good government.
<b>Contact Person</b>	Rick Maxwell- Engineering Tech – 503-742-4671

**BACKGROUND:**

There are certain County roads, such as SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Jurisdiction over these roads located within developing cities often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service, this IGA formalizes an agreement to provide funds to the City of Happy Valley in the amount of \$106,000, which is equal to the cost of a 2" asphalt overlay of two roads with poor asphalt quality ratings, SE Stoneybrook Court and SE Rock Creek Court. In addition, the County agrees to provide a slurry seal treatment to SE Armstrong Circle and clean out the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road. In exchange, the City assumes exclusive jurisdiction of all six roads, totaling 2.46 miles in length and containing approximately 757,480 square feet of Right-of-Way. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road.

Respectfully submitted,

Rick Maxwell  
Engineering Technician  
Transportation and Development

Attachments:  
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY  
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF SE VOGEL ROAD,  
A PORTION OF SE ARMSTRONG CIRCLE, SE ROCK CREEK COURT, SE  
STONEBROOK COURT, SE HEMRICH ROAD AND A PORTION OF  
SE SUNNYSIDE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Happy Valley (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

**RECITALS**

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the following roads lying entirely within the boundaries of the City are County Roads as defined in ORS 368.001: SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road. (the “County Roads”);

WHEREAS, the County Roads are depicted in Exhibits “A-F” and more particularly described in Exhibit “G,” all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of the County Roads;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of the County Roads pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that the County Roads should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

**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 as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of the County Roads pursuant to ORS 373.270, and the County has made the improvements and paid the amount of money set forth herein.

**2. County Responsibilities.**

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. In the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads, the County shall provide to the City the sum of \$106,000, which is equivalent to the cost of a 2-inch asphalt overlay on SE Rock Creek Court and SE Stoneybrook Court identified in the exhibits attached to this Agreement. Additionally, the County shall apply a slurry seal treatment to the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement. Finally, the County shall clean out the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road and SE Vogel Road. The sum of \$106,000 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over SE Rock Creek Court and SE Stoneybrook Court is surrendered to the City. The slurry seal treatment shall be completed on the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement, and the County shall clean the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road and SE Vogel Road on, or prior to, August 31, 2019.

**3. City Responsibilities.**

- A. After the County has initiated the process to transfer jurisdiction of the County Roads, the City shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of the County Roads, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. The City agrees to assume full and absolute jurisdiction over the County Roads in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

**4. Termination.**

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City 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 City 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. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

## 5. **Indemnification.**

- A. 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 City, 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 (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City 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 (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

## 6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

- 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.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement 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.
- 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.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- 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.

**CLACKAMAS COUNTY**

**CITY OF HAPPY VALLEY**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

# EXHIBIT "A"

BEGIN MILE POINT 0.00

SE FOSTER RD.

(COUNTY ROAD NO. 2364)

APPROXIMATE HAPPY VALLEY CITY LIMITS

CITY OF HAPPY VALLEY

SE VOGEL RD.

RACHELLA CT.

END MILE POINT 0.74

SE 172ND AVE.

SE SUNNYSIDE RD.

 TRANSFERRED ROAD

LOCATED IN THE NE 1/4 OF SECTION 6, T.2S., R.3E. W.M., AND THE NW 1/4 OF SECTION 5, T.2S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL

DATE: 9/5/2018

JURISDICTIONAL TRANSFER

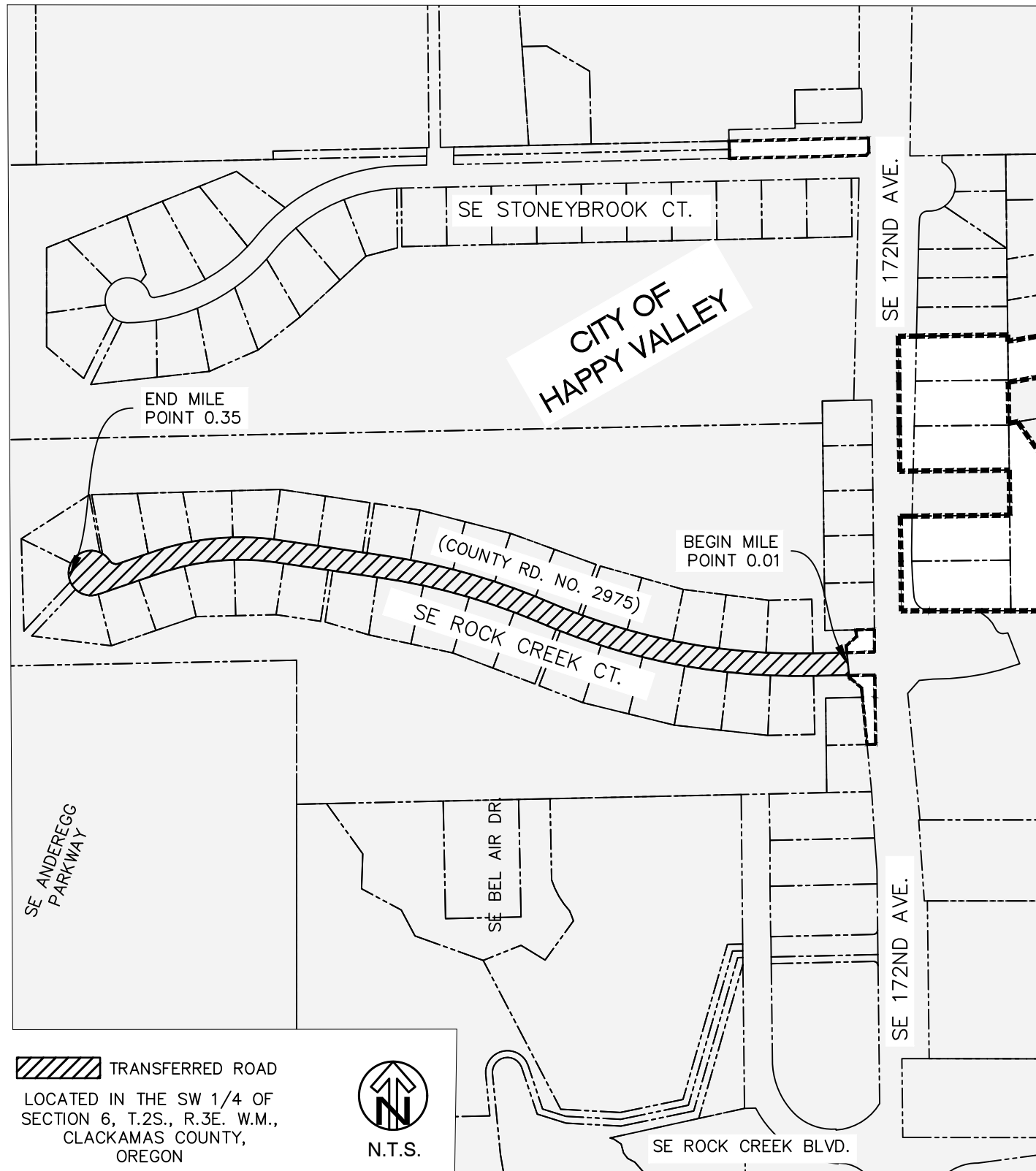
SE VOGEL ROAD  
COUNTY ROAD NO. 2364

SHEET

1 OF 1



# EXHIBIT "C"



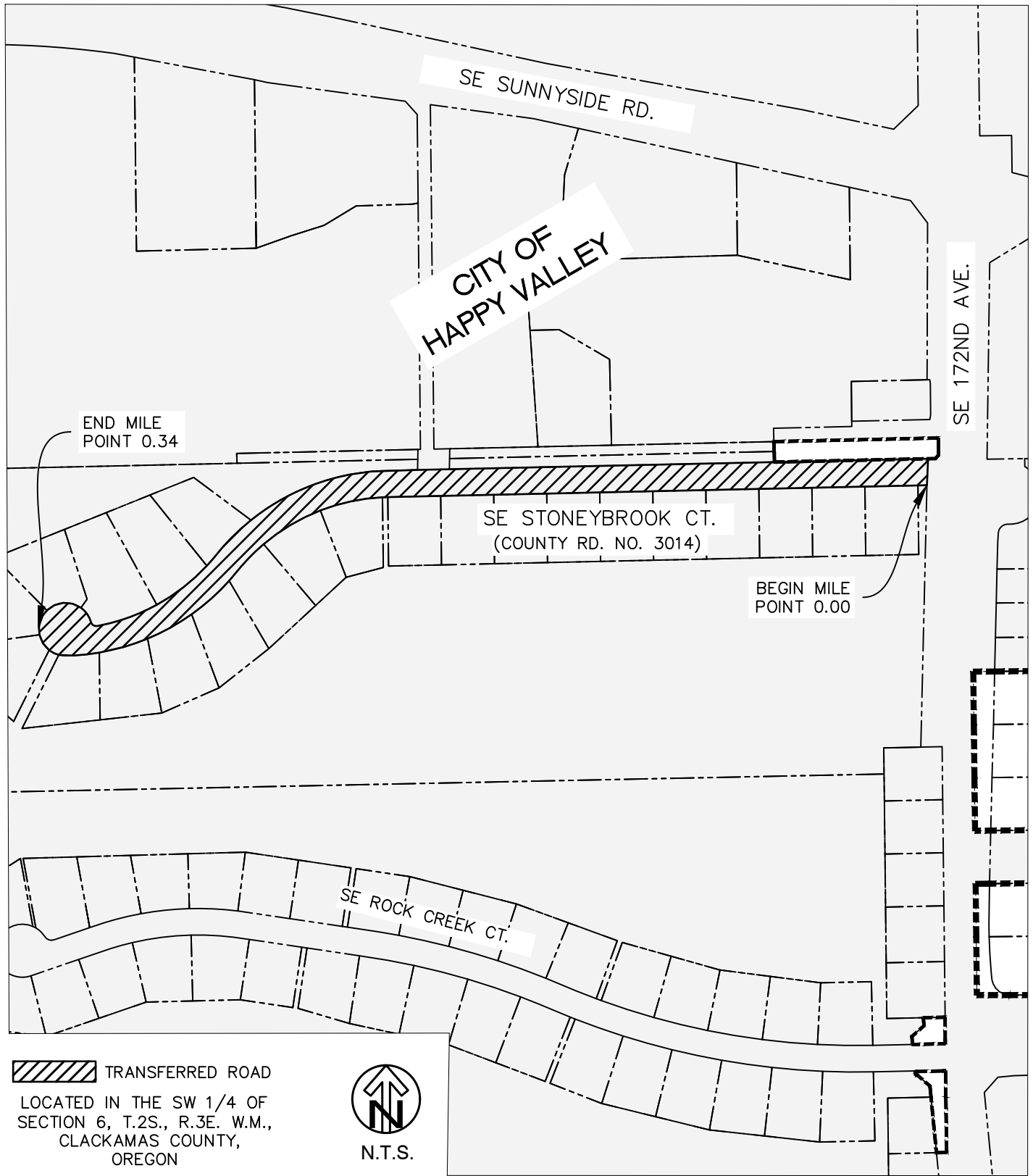
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045




BY: R. MAXWELL DATE: 8/15/2018  
JURISDICTIONAL TRANSFER  
SE ROCK CREEK COURT  
COUNTY ROAD NO. 2975

SHEET  
1 OF 1

# EXHIBIT "D"



 TRANSFERRED ROAD  
 LOCATED IN THE SW 1/4 OF  
 SECTION 6, T.2S., R.3E. W.M.,  
 CLACKAMAS COUNTY,  
 OREGON



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



BY: R. MAXWELL DATE: 8/15/2018  
 JURISDICTIONAL TRANSFER  
 SE STONEYBROOK COURT  
 COUNTY ROAD NO. 3014

SHEET  
 1 OF 1

# EXHIBIT "E"

SE FOSTER RD.

BEGIN MILE POINT 0.00

CITY OF HAPPY VALLEY

(COUNTY ROAD NO. 494)

CITY OF HAPPY VALLEY

SE HEMRICH RD.

SE 172ND AVE.

END MILE POINT 0.52



TRANSFERRED ROAD

LOCATED IN THE SW 1/4 OF SECTION 29, T.1S., R.3E. W.M., AND THE SE 1/4 OF SECTION 30, T.1S., R.3E. W.M., AND THE NE 1/4 OF SECTION 31, T.1S., R.3E. W.M., AND THE NW 1/4 OF SECTION 32, T.1S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: R. MAXWELL

DATE: 8/15/2018

JURISDICTIONAL TRANSFER

SE HEMRICH ROAD  
COUNTY ROAD NO. 494

SHEET

1 OF 1



# EXHIBIT "F"

CITY OF  
HAPPY VALLEY


BEGIN MILE  
POINT 4.75

SE 172ND AVE.

SE SUNNYSIDE RD.

TAX LOT  
23E06DB 1000

END MILE  
POINT 4.92

 TRANSFERRED ROAD  
LOCATED IN THE NE 1/4 OF  
SECTION 6, T.2S., R.3E. W.M.,  
CLACKAMAS COUNTY,  
OREGON



N.T.S.

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



BY: R. MAXWELL DATE: 8/28/2018  
JURISDICTIONAL TRANSFER  
SE SUNNYSIDE ROAD  
COUNTY ROAD NO. 1040

SHEET  
1 OF 1

Exhibit G  
County Road Descriptions

**SE Vogel Road**

All of SE Vogel Road, County Road No. 2364, Department of Transportation and Development maintenance No. 23038; Situated in the northeast 1/4 of Section 6, T. 2S., R. 3E., W.M. and the northwest 1/4 of Section 5, T. 2S., R. 3E., W.M., as depicted on Exhibit A, attached hereto, lying west of and between the westerly right of way line of SE Foster Road (mile point 0.00) and the easterly right of way line of SE 172nd Avenue (mile point 0.74), being approximately 3,900 feet long, varying in width. Containing 185,400 square feet, more or less.

**SE Armstrong Circle**

All of that portion of SE Armstrong Circle, Market Road No.16, County Road No. 1189, Department of Transportation and Development maintenance No. 23051; Situated in the northeast 1/4 of Section 7, T. 2S., R. 3E., W.M., as depicted on Exhibit B, attached hereto, lying west of and between the northerly right of way line of Highway 212 (mile point 0.00) and the easterly right of way line of SE 172nd Avenue (mile point 0.35), being approximately 1,830 feet long, varying in width. Containing 152,230 square feet, more or less.

**SE Rock Creek Court**

All of SE Rock Creek Court, County Road No. 2975, Department of Transportation and Development maintenance No. 23079; Situated in the southwest 1/4 of Section 6, T. 2S., R. 3E., W.M., as depicted on Exhibit C, attached hereto, lying west of and between the westerly right of way line of SE 172nd Avenue (mile point 0.01) and the end of the existing cul-de-sac (mile point 0.35), being approximately 1,800 feet long, varying in width. Containing 91,800 square feet, more or less

**SE Stoneybrook Court**

All of SE Stoneybrook Court, County Road No. 3014, Department of Transportation and Development maintenance No. 23083; Situated in the southwest 1/4 of Section 6, T. 2S., R. 3E., W.M., as depicted on Exhibit D, attached hereto, lying west of and between the westerly right of way line of SE 172nd Avenue (mile point 0.00) and the end of the existing cul-de-sac (mile point 0.34), being approximately 1,800 feet long, varying in width. Containing 91,600 square feet, more or less.

**SE Hemrich Road**

All of SE Hemrich Road, County Road No. 494, Department of Transportation and Development maintenance No. 13019; Situated in the southwest 1/4 of Section 29, T. 1S., R. 3E., W.M. and the southeast 1/4 of Section 30, T. 1S., R. 3E., W.M. and the northeast 1/4 of Section 31, T. 1S., R. 3E., W.M. and the northwest 1/4 of Section 32, T. 1S., R. 3E., W.M., as depicted on Exhibit

E, attached hereto, lying west of and between the westerly right of way line of SE Foster Road (mile point 0.00) and the easterly right of way line of SE 172<sup>nd</sup> Avenue (mile point 0.52), being a total of approximately 2,690 feet long, 60 feet wide. Containing 165,050 square feet, more or less.

### **SE Sunnyside Road**

All of that portion of SE Sunnyside Road, County Road No. 1040, Department of Transportation and Development maintenance No. 12154; Situated in the northeast 1/4 of Section 6, T. 2S., R. 3E., W.M., as depicted on Exhibit F, attached hereto, lying east of and between the easterly right of way line of SE 172<sup>nd</sup> Avenue (mile point 4.75) and adjacent to the southwest corner of Tax lot 23E06DB 01000 (mile point 4.92), being approximately 910 feet long, varying in width. Containing 71,400 square feet, more or less.



**DAN JOHNSON**  
DIRECTOR

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

October 18, 2018

Board of Commissioners  
Clackamas County

Members of the Board:

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

<b>Purpose/ Outcomes</b>	Embedding an AmeriCorps member from the University of Oregon's "Resource Assistance for Rural Environments" program with Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	\$23,500
<b>Funding Source</b>	Sustainability & Solid Waste program revenue. No General Fund Resources.
<b>Duration</b>	Effective September 5, 2018 and terminates on July 31, 2019
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Honor, utilize, promote, and invest in natural resources.
<b>Contact Person</b>	Eben Polk, Supervisor, DTD-Sustainability & Solid Waste - 742-4470
<b>Contract No.</b>	RARE SERVICES AGREEMENT No. 26666

This Intergovernmental Agreement with the University of Oregon's Resource Assistance for Rural Environments (RARE) program enables Clackamas County to host an AmeriCorps member during Fiscal Year 18-19. The AmeriCorps member will support work in three areas: (1) establishing a greenhouse gas inventory for County operations, a necessary baseline for any effort to develop a strategy or plan to reduce our carbon footprint; (2) assessing the 2008 Action Plan for a Sustainable Clackamas County as we identify approaches to update or replace it; and (3) researching and engaging stakeholders in rural areas on opportunities for community-based, cooperative forms of solar energy projects.

The IGA is effective September 5, 2018 through July 31, 2019. It is submitted for approval after the effective date because the County did not receive the draft IGA until after the effective date. County Counsel reviewed and approved this contract on September 13, 2018, requesting a minor change that is now reflected in the attached IGA.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement with the University of Oregon and authorize Dan Johnson, DTD Director, to sign on behalf of Clackamas County.

Respectfully submitted,

Eben Polk, Supervisor  
Transportation & Development – Sustainability & Solid Waste Program



## RARE 2018-2019 SERVICES AGREEMENT No. 26666



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

The parties wish to enter into this AGREEMENT for the purpose of mutual benefit to the CLIENT and the selected student participant, herein referred to as "PARTICIPANT".

### 1. STATEMENT OF SERVICE

The UNIVERSITY expects to receive funding from the Corporation for National and Community Service through the State of Oregon Housing and Community Services Department to support the program entitled "Resource Assistance for Rural Environments" ("RARE") which provides cooperative planning and resource assistance to participating rural communities.

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

### 2. PERIOD OF AGREEMENT

This AGREEMENT shall be effective on September 5, 2018 and shall terminate on, July 31, 2019, unless otherwise amended. The CLIENT and the PARTICIPANT, with the help of the UNIVERSITY, shall develop the community service program of the PARTICIPANT. Periodic adjustments to this program may be made throughout the project period as deemed necessary by the CLIENT and with agreement of the UNIVERSITY and PARTICIPANT.

### 3. AMERICORPS REQUIREMENTS

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

- a. Provide a safety orientation to their PARTICIPANT within two weeks of their arrival;
- b. Not hire the PARTICIPANT as an employee for other work during the term of service;
- c. Ensure that national service opportunities related to this AGREEMENT are in compliance with applicable federal disability laws;
- d. Ensure PARTICIPANT is accompanied by someone with background check clearance while serving with a vulnerable population until the PARTICIPANT is cleared through either the state repository (ies) or the FBI fingerprint check;
- e. Ensure the PARTICIPANT does not engage in prohibited activities as described in the RARE Program's Supervisor Handbook; and
- f. Ensure PARTICIPANT follows all RARE Program policies as described in the Program Handbook.

#### 4. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed price sum of \$23,500, to fund CLIENT'S participation in the services described in section 1 above. This project is funded in part with funds from the Corporation for National and Community Service through the Oregon Commission for Voluntary Action and Service and the University of Oregon. The UNIVERSITY will invoice the CLIENT for 25% of the fixed price sum listed above upon execution of this AGREEMENT. UNIVERSITY will invoice subsequent quarterly billings of 25% to the CLIENT on December 1, 2018, March 1, 2019, and June 1, 2019. All billings are payable within 30 days of receipt of invoice. Submit payments referencing the University Index 3759H0 on the face of the check to:

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

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

#### 5. FUNDS AVAILABLE AND AUTHORIZED

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

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

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

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

#### 6. AMENDMENTS

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

## 7. TERMINATION

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

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

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

## 8. ACCESS TO RECORDS

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

## 9. OWNERSHIP OF THE WORK PRODUCT

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

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

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

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

## 10. NON-DISCRIMINATION

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

11. INSURANCE

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

12. WAIVER

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

13. KEY PERSONNEL/NOTICES

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

RARE CONTACT (Technical)  
Megan Smith, Program Director  
1209 University of Oregon  
Eugene, OR 97403-1209  
Phone: (541) 346-3881  
smith@uoregon.edu

CLIENT CONTACT (Technical)  
Eben Polk  
150 Beaver Creek Road  
Oregon City, OR 97267  
Phone: (503) 742-4470  
epolk@clackamas.us

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

UNIVERSITY CONTACT (Administrative)  
Post Award Team C  
Sponsored Projects Services  
5219 University of Oregon  
Eugene, OR 97403-5219  
Phone: (541) 346-5131  
Fax: (541) 346-5138  
sponsoredprojects@uoregon.edu

CLIENT CONTACT (Administrative)  
Same as Technical

14. SEVERABILITY

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

15. FORCE MAJEURE

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



16. EXECUTION AND COUNTERPARTS

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

17. ASSIGNMENT

Neither party shall assign or transfer this AGREEMENT or the rights granted under it in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, without the express written consent of the other party, not to be unreasonably withheld.

18. THIRD PARTY BENEFICIARIES

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

19. MERGER CLAUSE

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

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

CLIENT

UNIVERSITY

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

Printed Name Analinda Camacho

Title \_\_\_\_\_

Title: Director, Sponsored Projects Services

Date \_\_\_\_\_

Date \_\_\_\_\_

Tax I.D. 46-4727800



ATTACHMENT A



## RARE AmeriCorps Program

### 2018-2019 Community Position Description

1209 University of Oregon

Eugene, OR 97403-1209

P: 541-346-2879

#### INSTRUCTIONS

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

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

A PDF of all four sections including signature must be received by e-mail no later than 5:00 pm on **June 22, 2018**. Note this is a week earlier than initially planned. If this is problematic, please let us know. Feel free to embed website addresses in the narrative. **Please e-mail application materials to: [rare@uoregon.edu](mailto:rare@uoregon.edu)**

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

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

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

**SECTION I: RARE AmeriCorps 2018-2019 ORGANIZATION INFORMATION**

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

Contact First and Last Name **Eben Polk**

---

Title **Supervisor**

---

Organization **Clackamas County Resource Conservation & Solid Waste Program**

---

Street Address **150 Beavercreek Road**

---

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

---

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

---

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

---

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

---

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

Contact First and Last Name \_\_\_\_\_

---

Title \_\_\_\_\_

---

Organization \_\_\_\_\_

---

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

---

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

---

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

---

E-mail \_\_\_\_\_

---

Website \_\_\_\_\_

---

**Individual Responsible for Signing Legal Contracts**

Contact First and Last Name **Dan Johnson**

---

Title **Director**

---

Organization **Clackamas County Department of Transportation and Development**

---

Street Address **150 Beavercreek Road**

---

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

---

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

---

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

---

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

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

**SECTION I: RARE AmeriCorps 2018-2019 ORGANIZATION INFORMATION**

**Funding Sources**

All funds must be confirmed by June 30, 2018


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

Source	<u>Clackamas County – Resource Conservation &amp; Solid Waste</u>	Date Confirmed	<u>June 28, 2018</u>
Source	_____	Date Confirmed	_____
Source	_____	Date Confirmed	_____

**Authorization**

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

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

<b>Eben Polk</b>	<b>Sustainability Supervisor</b>
Print Name	Title
	<b>7/2/18</b>
Signature	Date

**SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE**

**Placement Type**

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

- Economic Development
- Natural Resource Planning
- Land Use Planning
- Outreach and Engagement
- Community/Social Services
- Food Systems Development
- Small City/Government Mgmt.
- Rural/Regional Tourism
- Geographic Information Systems
- Main St./Downtown Development
- Renewable Energy
- Other:

**Placement Information**

**Clackamas County – Resource Conservation & Solid Waste Program**  
 Organization  
**Rural Energy & Climate Specialist**  
 RARE Position Title  
 County (where RARE AmeriCorps participant's office will be) **Clackamas County**  
 Counties to be served (if different than above)  
 Area to be served **Rural Clackamas County** Population **400,000 total, 100,000 rural**  
 City, county, region, watershed

**Community Information**

	\$1,556 (Zillow Rent Index)	\$2,100 (Zillow single family rent list price)
	\$1,320 (Zillow rent list price)	\$1710 (Zillow Rent Index)
	\$1021 (Sperling's Best Places)	\$1208 (Sperling's Best Places)
Median Rental Costs	\$ <u>\$1,013 (Rentcafe.com Oregon City)</u> 1 bdrm. Apartment	\$ <u>\$1208 (Sperling's Best Places)</u> 2 bdrm. House
	18 – Lewis (R)	9 – Girod (R)
	26 – Vial (R)	13 – Thatcher (R)
	37 – Parrish (R)	19 – Wagner (D)
	38 – Salinas (D)	20 – Olsen (R)
	39 – Kennemer (R)	21 – Taylor (D)
	40 – Meek (D)	24 – Monroe (D)
	41 – Power (D)	26 – Thomsen (R)
	48 – Reardon (D)	
	3 – Blumenauer (D)	
	51 – Bynum (D)	
Legislative District	<u>5 – Schrader (D)</u> Federal House	<u>52 – Helfrich (R)</u> State House
		<u>26 – Thomsen (R)</u> State Senate

## SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

### Performance Measures

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

Increase the number of actively engaged volunteers      How?

---

Increase community resources      How? The assessment of community solar potential and work with partners  
Includes but is not limited to outreach materials, assessments, maps, databases, programs, and/or studies.      such as the Energy Trust will result in resources such as a written assessment, map, and relevant outreach materials, pertaining to community solar projects.

---

Create finalized plans that can be implemented during or after the RARE term of service.      How? One goal will be to create a finalized plan for a demonstration community solar project available to rural residents. Ideally the RARE member may begin implementation of this plan. A second goal will be to complete a status review / update on the unstaffed 2008 sustainability action plan, which may lead to a revised plan for climate strategy.

---

Provide public speaking opportunities to the RARE AmeriCorps participant.      How? A goal of this project will be to provide at least five speaking opportunities for outreach on community solar and energy efficiency.

---

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

---

Transfer skills to community participants. (This can be informal or formal transfer of skills.)      How? Participating in and shadowing with our community's weatherization program will create opportunities to engage with residents on energy-saving skills and strategies.

---

## SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

### Part B: Placement Description

Please describe the placement by answering the questions below.

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

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

Our community also lacks the baseline information and framework needed to be more strategic about our role in reversing global warming. A parallel project will be to develop a greenhouse gas inventory, starting with county operations, and build on that by assessing previous plans' strengths and weaknesses and developing a framework for a new climate strategy.

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

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

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

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

Confirmed partners working in the community include Sustainable Northwest; Clackamas County Weatherization Program; Energy Trust of Oregon; CERTs (Community Emergency Response Teams) and the Disaster Management Department. Our RARE participant may also connect with or work with 350 Clackamas County; the Mount Hood Green Scene; Friends of Family Farmers; OSU Extension Service, and one or more community planning organizations or hamlet/village organizations, which are Clackamas County's closest equivalent to neighborhood associations.

## SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

4. Describe the readiness of the project(s) (e.g., a plan has been completed and needs to be implemented or the council has adopted the scope of work based on a community outreach process).

For the project to build capacity for new community solar projects in rural Clackamas County, a preliminary scope will be completed before the RARE term begins, but will be left somewhat flexible, allowing our RARE member to adapt and finalize the plan with support from County staff, Sustainable Northwest, and other potential community partners. The preliminary scope will address the following focal areas: landscape and grid suitability analysis; community engagement, education, and partner recruitment; and land use policy analysis. Early in the project, Sustainable Northwest and County staff will provide an in-depth orientation on the state of solar in rural Oregon and case studies of similar projects.

We will couple energy efficiency awareness and education with the above project. Our community weatherization program is ready to bring our RARE member aboard for shadowing in energy education classes and in-home consultations, which will then lead to opportunities to deliver similar education to non-qualifying residents and community groups.

For the project developing a greenhouse gas emissions inventory and conducting a gap analysis / assessment of prior efforts and plans on sustainability issues, a framework for analysis is ready, the tools and support will be provided to conduct the inventory, and the connections will be made on behalf of the RARE member to assemble the necessary data.

5. Describe the professional development, learning opportunities and training for the RARE AmeriCorps participant who would serve in the position. Please be as specific as possible.

A number of opportunities will be incorporated or encouraged. These include:

- Learning the principles and elements of greenhouse gas emissions inventory, and developing a finished product to include in a professional portfolio of work
- Shadowing educators and service providers in our community weatherization program to understand energy efficiency education and home performance
- Participating in the county's new interdepartmental climate exchange which brings together staff from several departments to discuss climate issues
- Understanding sustainability management systems and the development of a framework to create and implement a climate plan
- Connecting with other professionals in land use planning, disaster preparedness, renewable energy, and non-profits
- Building effective relationships with stakeholder climate action advocates
- Connecting with other RARE members particularly anyone working on other rural energy initiatives
- Learning how to assess a historic plan
- When feasible, our member will have the opportunity to connect with and/or shadow staff providing technical assistance to schools, businesses, or multifamily communities in waste reduction and sustainability
- Leadership and Relationship building. For someone who is interested in understanding and connecting with the type of organizations, community members, and relationships that help make a place like Clackamas County a great place to live, this placement will be a good fit. It will offer exposure to a



## SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

variety of non-profits, NGOs, community groups, and larger organizations with shared interest in the County's livability, long-term resilience, and environmental health.

- Project management and reporting. This placement will offer a member an opportunity to develop an organized plan for at least two projects, characterize desired outcomes and deliverables, and then either report on outcomes, or in the case of community solar and our greenhouse gas inventory, develop a report on our emissions and their sources, and on prospects for community solar projects in Clackamas County.

6. Describe the skills that you would need in a RARE AmeriCorps participant that would serve in the position. These are required skills. Please also describe any desired skills.

- Strong Microsoft Office skills, particularly Excel and Word
- Ability to understand and manage data in spreadsheets or to analyze data for inclusion in an inventory
- Effective verbal and written communication skills
- Experience with quantitative analysis and the summarization and presentation of data in charts, tables, and graphs
- Familiarity with and interest in climate issues, sustainability, and/or renewable energy
- Experience with one or more independent and/or team projects
- Ability to establish new relationships with stakeholders
- Interest in energy education and speaking before groups on energy topics
- Familiarity with GIS and graphics software (e.g. InDesign) also a plus
- Driving is required for County business on a regular basis or to accomplish work. A County vehicle will be available at any time driving is necessary. Applicants must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment. Specific information on the County's driving policy can be found at [Driving and Vehicle Policy \(EPP 52\)](#)

7. Please describe any diversity, equity and inclusion efforts that are part of your organization and, in particular, part of the RARE projects. Please include any professional development opportunities for the RARE AmeriCorps participant related to diversity, equity and inclusion.

Our RARE AmeriCorps will have several development opportunities in this area that connect to existing efforts. Clackamas County has an Equity, Diversity, and Inclusion (EDI) Committee that creates learning opportunities and facilitates our ongoing efforts to promote equity, diversity and inclusion. We will invite our AmeriCorps member to shadow these committee meetings. Once a year Clackamas County staff may also have an opportunity to attend a regional conference on equity and diversity, and if our AmeriCorps member is eligible to attend, we will offer that opportunity. In addition, if our program participates in a training on diversity, welcoming environments, diverse recruiting, or dismantling racism, we would include our AmeriCorps member.

## SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

8. Please provide a one paragraph position summary (no more than 300 words).

Clackamas County, OR is seeking an energy and climate specialist to make a significant difference in our community, advancing multiple projects that will result in tangible results for rural communities and our operations as an organization. The specialist will be project-focused. The community solar project will develop an assessment of opportunities, barriers, and potential for community solar initiatives while coordinating public engagement and outreach with a goal of identifying partners and participants for a community solar installation. The member will connect with local stakeholders, neighborhood groups, and emergency preparedness groups as part of this effort. The climate strategy and groundwork project will inventory greenhouse gas emissions in county operations, conduct an assessment of the county's prior sustainability action plan, and develop a framework for climate strategy. Finally, we anticipate coupling outreach around rural renewable energy with energy efficiency education, connecting our member with the County's weatherization team to learn and potentially replicate energy education efforts with partner organizations.

### Part C: Organization Narrative

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

1. Describe the sponsoring organization with which the RARE AmeriCorps participant will be working.

The Sustainability and Solid Waste program has approximately 12 staff dedicated to helping Clackamas County, as a community and as an organization, become more resilient and sustainable. We provide education and technical assistance each year to over 1,000 businesses, 130 schools, 120 multifamily communities, and thousands of community members, equipping people to reduce waste, recycle better, reuse and repair, and increasingly, to adopt other sustainable practices. With our support more schools in Clackamas County are certified as Oregon Green Schools than any other County. We also have certified 40+ businesses representing thousands of employees as Leaders in Sustainability. We coordinate repair fairs that allow community members to fix things and learn new skills. We also oversee and regulate the companies that provide garbage and recycling collection service in unincorporated areas of the County. And, we have a great time.

More broadly, Clackamas County employs over 2,000 people providing service to the community in departments such as Health Housing and Human Services; Transportation and Development; Water Environment Services; Parks and Forests; Sheriff; and several others. Clackamas County is a place where people care about each other

## SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

and share a passion for public service. The County is like a microcosm of Oregon: part of the Portland Metro area, but with most of its space in rural communities and public lands.

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

Eben Polk, Sustainability Supervisor, will provide ongoing and overarching supervision and mentoring for the AmeriCorps member. He has been at Clackamas County since 2008. He has completed masters degrees in Public Policy and Environmental Management, and professional experience in materials management, energy, and ecology. More recently he has served as a Clackamas County Leadership Academy advisor and mentor.

3. Describe the office where the RARE AmeriCorps participant will be located. Please include the following information:
  - a. If other staff members work in the office, please indicate who they are (not by name but by number and role).
    - 1 Senior Analyst: overseeing garbage / recycling collection companies; administering collection system
    - 1 Senior Analyst, 2 Analysts: coordinating and delivering outreach and technical assistance with businesses
    - 1 Analyst: commercial food waste reduction and donation (vacant position)
    - 1 Analyst: schools program
    - 1 Analyst: multifamily program
    - 1 Analyst: community and residential program
    - 1 Administrative Specialist
    - 1 Seasonal: event recycling

- b. Please indicate if the office has a 'public' interface (i.e., do clients or residents regularly come in for services?)

Clients occasionally visit but more often call or email with requests, and our staff spend significant time in the field with customers (e.g. schools, businesses, community members)

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

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

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

A typical week would be 32 to 40 hours; the AmeriCorps member may choose between four 10-hour days and five 8-hour days; regular hours for a five day week would be approximately 8:00 am to 5:00 pm; occasional flexibility to accommodate evening or weekend meetings or events will be important.

## SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

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

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

5. Provide additional information that you believe may be important for someone who is new to your community and/or the state of Oregon that may be important for a potential RARE AmeriCorps participant.

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

Before choosing a place to live, our member may want to speak to staff here or with previous AmeriCorps members who can describe the tradeoffs involved between commute and community choice.

There is a thing called Oregon nice. People here are welcoming, courteous, and generous.

### SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK

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

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
<p>This project will incorporate outreach, education, and technical assessment with the goal of identifying one to three sites in rural Clackamas County that may be suitable for community solar projects. The outreach and education element will include the planning and delivery of three to five workshops that introduce the option of community solar projects in rural Clackamas County with a variety of audiences including residents, farmers, equine facilities, CERTs (Community Emergency Response Teams), farmers markets, and/or churches. Workshops and/or presentations will be developed with input from the Energy Trust and Sustainable Northwest. Pending additional planning, undergraduate students at the Oregon Institute of Technology, Wilsonville campus, may assist in technical analysis. The Energy Trust's expertise and educational and technical resources will be extremely helpful in developing the outreach and educational elements of this project.</p>	<p>Building resilience, preparedness, and clean energy resources in rural Clackamas County.</p>	<p>Research and summarize the opportunity for community solar in rural Clackamas County; network, with assistance, to reach out to these audiences through existing channels (such as reaching CERTs through our city and county emergency managers) coordinate and co-deliver workshops; screen potential properties both remotely and onsite including assessment of interconnection needs, and using mapping tools/GIS data. In addition to key community partners below, we will connect with OSU Extension's vibrant network in the County, rural Community Planning Organizations (CPOs), and may also be able to work with Friends of Family Farmers and OIT.</p>	<p>Strong analytical, writing, and relationship building skills. Familiarity with or interest in clean energy and community / stakeholder engagement.</p>	<p>Deliverables will include a workshop plan and presentation; assessment report; and a summary of how the county's zoning and development ordinance will treat community solar proposals.</p>	<p>50</p>

**SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK**

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
<p>Clackamas County is creating an interdepartmental group to serve as a platform for deeper discussions and support for county decision makers (our Board of Commissioners) on climate issues. This group may also help develop an operations strategy to keep reducing our carbon footprint. A key baseline need we can address with help from our member is establishing a greenhouse gas inventory.</p>	<p>Our commissioners have called for renewed efforts on climate change issues, but baseline data and a strategic evaluation of past work and potential frameworks are needed to lay the groundwork.</p>	<p>Conduct the inventory and produce a report on the County's direct GHG emissions (Scope I and II including natural gas, electricity, and transportation fuels) and if possible indirect emissions (Scope III indirect emissions from purchasing goods and services). The report will also illustrate emissions on a per employee basis, and for different buildings and/or departments. It will also characterize emissions trends from prior years. Help staff two or three meetings of this interdepartmental group. Help evaluate our 2008 Action Plan for Sustainable Clackamas County to identify needs for a future climate strategy. Develop potential elements of a scope for a county community climate strategy.</p>	<p>Strong analytical skills; ability to write and develop a report. Familiarity with data and statistical analysis; interest in addressing climate strategy.</p>	<p>Final report and inventory of emissions; a written assessment of the 2008 sustainability action plan; a framework for climate strategy for the next 10 years including potentially the future development of a new climate plan.</p>	<p>35</p>

**SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK**

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
<p>Is climate change a preparedness issue? What are the top 5 things people can do to address their carbon footprint? How can people make their homes more comfortable and yet also more efficient and resilient? Has Clackamas County done a good job of leveraging its limited resources to encourage better stewardship of our energy and climate? Many of us are already switching to efficient LED lights—this is just one of a number of strategies we need to ramp up to reduce our carbon footprint, and our community needs to know more.</p>	<p>To broaden and deepen awareness about the most beneficial ways for us to tackle our carbon footprint, and the importance of climate issues for rural Clackamas County.</p>	<p>Coordinate and offer informational presentations or workshops in rural communities, and similar lunch-n-learns to County employees on energy efficiency and climate change. Similar to Project 1, connect with CERTs and similar partners in this effort to link the topic to resiliency and preparedness. Conduct a focus group and interviews with participants from the County’s former ‘Energy Stewards’ programs in 2011; engage with others doing environmental education in rural Clackamas County to inventory climate-related educational efforts and identify opportunities for better community engagement. In addition to key partners listed below we anticipate connecting with OSU Extension and the Soil and Water Conservation District.</p>	<p>Interest in energy efficiency and aptitude for giving presentations and educating others;</p>	<p>Home consultations, workshops, and presentations on energy efficiency within rural areas of our county.</p>	<p>15</p>

**SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK**

<b>Project</b>	<b>Need Being Addressed</b>	<b>Major Activities &amp; Tasks to be Performed</b>	<b>Skills, Ability &amp; Knowledge Needed</b>	<b>Expected Outcomes and/or Deliverables</b>	<b>% of time</b>



## SECTION IV: RARE AmeriCorps 2018-2019 ESSENTIAL FUNCTIONS

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

### Essential Functions

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

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