

# AGENDA

**Thursday December 12, 2019 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-97

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Dog Services End of Year Update (Kristine Wallace, Dog Services)

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

**III. 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. Second Reading and Adoption of Ordinance No. 07-2019 County Code Amendment Chapter 9.02, Application and Enforcement of the Clackamas County Building Code, and Chapter 9.03, Excavation and Grading to Maintain Current Business Practices, Services and Consistency (Cheryl Bell, Transportation & Development)
2. First Reading of Ordinance No. \_\_\_\_\_ Amending County Code Chapter 2.07, Compliance Hearings Officer (Jeff Munns, Assistant County Counsel)

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

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

1. Approval of an Intergovernmental Agreement with the University of Wyoming, Wyoming Survey & Analysis Center – *Children, Family & Community Connections*
2. Approval of Amendment #05 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*

3. Approval of Personal Services Contracts with Metropolitan Family Service, Inc. Northwest Family Services, and Todos Juntos for Family Resource Coordination Services – *Procurement*

**B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Contract with U.S. Bank National Association for Banking and Merchant Services – *Treasurer via Procurement*

**C. Technology Services**

1. Approval to enter into an Intergovernmental Agreement between CBX and the City of Sherwood to deliver Internet Services to business along the CBX fiber network.
2. Approval to Purchase HPE Nimble Primary Storage and Annual Support from CDW-G – *Procurement*

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

1. Approval of Resolution No. \_\_\_\_\_ for a North Clackamas Parks and Recreation District Supplemental Budget (Less Than Ten Percent and Budget Reduction) for FY 2019-20

**VI. LIBRARY DISTRICT OF CLACKAMAS COUNTY**

1. Approval of Resolution No. \_\_\_\_\_ for the Library Service District for a Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2019-2020

**VII. WATER ENVIRONMENT SERVICES**

1. Approval of Amendment #4 between Water Environment Services and Tyler Technologies, Inc. for Incode 10 Upgrade – *Procurement*

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**

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



**DAN JOHNSON**  
DIRECTOR

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

December 12, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Second Reading of Ordinance No. 07-2019: Amendments to County Code Chapter 9.02, Application and Enforcement of the Clackamas County Building Code, and Chapter 9.03, Excavation and Grading, and Declaring an Emergency**

<b>Purpose/Outcomes</b>	Amending County Code Chapters 9.02, <i>Application and Enforcement of the Clackamas County Building Code</i> , and Chapter 9.03, <i>Excavation and Grading</i> to maintain current business practices, services and consistency. Declaring an emergency so the amendments take immediate effect upon adoption.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	These changes are for the Building Codes Division, which is a dedicated fund, with all costs covered by fees for service.
<b>Duration</b>	Indefinitely
<b>Previous Action</b>	9/24/2019: Informational policy session with the Board to discuss the need for County Code amendments 11/5/2019: Policy session where the Board directed staff to prepare proposed amendments for public hearing and discussion at two separate business meetings. 11/27/2019: BCC first reading and public hearing on proposed amendments
<b>Counsel Review</b>	Reviewed by County Counsel on November 18, 2019 and December 2, 2019
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Build public trust through good government</li> <li>2. Build a strong infrastructure</li> <li>3. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Cheryl Bell, Assistant Director of Development, Transportation & Development, 503-742-4748

**BACKGROUND**

**The State Building Code**

As part of the Department of Transportation and Development's Land Use and Development line of business, Clackamas County administers a building codes program for unincorporated

Clackamas County and, with intergovernmental agreements, select cities. The county is mandated to maintain a building code program by ORS 455.020, with the program delegated to the County from the State Building Codes Division (State BCD) through OAR 918-020.

On August 30, 2019, the State BCD issued a notice of rulemaking that revises the administrative provisions of the residential code (Oregon Residential Specialty Code or ORSC), and in October 2019 State BCD adopted a new commercial code (Oregon Structural Specialty Code or OSSC) with the same changes included in the Code's scoping provisions.

As presented to the Board in policy sessions held on September 24, 2019 and November 5, 2019, local action is required to address the extensive changes made by the State BCD to the building code's administrative provisions, referred to as *Chapter 1- Scope and Administration* (Chapter 1).

To keep critical elements as part of the building codes program, maintain interdisciplinary coordination, and to keep business practices and permitting process as they have been since the adoption of a statewide building code in 1974, local jurisdictions must adopt *Scope and Administration* provisions (language taken from the original Chapter 1) in their local codes.

Additionally, while preparing these proposed amendments to the County Code, staff took the opportunity to make needed minor changes to Chapters 9.02 and 9.03.

### **Proposed Amendments to County Code Chapters 9.02 and 9.03**

#### ***Reestablishing Technical Items and Code Enforcement Authority***

The revised state code Chapter 1 language changes the scope of the building code's authority regarding technical items and code enforcement action that is a departure from practices in place since state building codes were established in 1974.

The revisions are driven by the State's desire to have the building code focus specifically and only on buildings under construction, or elements under construction that directly impact buildings. In doing this, the code removes regulation of items like new communications towers, retaining walls, private access bridges, and exterior tanks holding fuel, industrial chemicals, etc.

The building code's change in focus also led to the removal of the right-of-entry provisions and removal of the clear authority to require that building code violations be abated. This weakens our ability to use building codes to obtain compliance of building code violations.

The proposed amendments to County Code Chapter 9.02 (provided as attachment A) reestablish the technical elements to be consistent with model code, previous practice, and other metro area and state jurisdictions, providing important consistency for our customers (Section 9.02.020). The proposed amendments also add back model code language to allow for right-of-entry and authority for building code enforcement related to code violations (Sections 9.02.020, 9.02.100, 9.02.110, and 9.02.330).

#### ***Reestablishing the Tie between Permits, Occupancy Certificates and Other Ordinances***

In model code and previous versions of the state building codes, the sections governing the issuance of permits and certificates of occupancy included language noting that issuance can be conditional based upon consideration of "other ordinances of the municipality."

The State's revisions to Chapter 1 remove all references to these other requirements, making issuance of permits and occupancy certificates *contingent only upon the requirements of the building code*. This would decouple the current, long-standing process where approval of issuance is tied to a variety of reviews, including:

- Zoning and development code,
- Roadway standards governing site development and site access,
- Adequate connection to septic or sanitary systems,
- Health Department permitting and inspections; and
- Payment of SDC fees.

The proposed Chapter 9.02 amendments maintain the tie between issuance of permits and certificates of occupancy and compliance with other ordinances (Sections 9.02.240 and 9.02.260). Not re-establishing this pairing could force staff to issue permits in violation of other important land use, zoning, access, roadway and health safety provisions. This could result in having to put properties that do not meet these other ordinances immediately into code enforcement action, rather than working with customers so they can come into compliance during permitting and plan review.

This forced path to code enforcement would increase costs, increase staff time and provide poor consultation and service to our customers. In addition, it could place properties in an expensive or dangerous position of having permits or certificates of occupancy issued when important land use, zoning, and other safety provisions are not included or provided in the project scope.

### ***Minor Changes***

Staff took the opportunity to review Chapters 9.02 and 9.03 and after this review have included the following minor amendments.

- **Use current code language.** Where the County Code uses language directly from the building codes, these sections were updated to use current code language.
- **Gender-neutral language.** Chapters 9.02 and 9.03 were revised to use gender-neutral language.
- **Definition of processing.** A definition of processing will help when parsing out the business practices allowed in agricultural buildings. Preparation and processing are different uses, and have different associated risk (e.g., packaging hemp verses cold-extracting hemp).
- **Grading ordinance.** When Chapter 9.03 was written, the text of an optional building code appendix was put directly into County Code. The proposed changes to Chapter 9.03 directly adopt Building Code Appendix J, with amendments as presented in Attachment B, in lieu of reproducing the text of the appendix in the body of the County Code. This allows for Chapter 9.03 to use current code language each time a new code is adopted, without revising the County Code itself.

### ***Updates Following the First Reading***

After the first reading of the proposed amendments (held on November 27, 2019) County Counsel noted that the definition of agricultural processing provided in Section 9.02.030 (A)

needed minor revisions to correspond with existing land use and zoning definitions related to agricultural processing. The new definition, with additions and changes noted, is provided below.

AGRICULTURAL PROCESSING is the ~~processing~~, compounding, or conversion of an agricultural good into a product. The alteration of the physical makeup of the agricultural good is the primary characteristic of agricultural processing. Agricultural processing does not include preparation, cleaning, treatment, sorting, ~~and packaging packing-and-storage~~ of agricultural goods.

In addition, the amended ordinances need to be in effect by January 1, 2020. As such, an emergency exists such that the amended ordinances need to take effect immediately upon the date of their adoption. This is so because absent the amended ordinances taking immediate effect, the adverse consequences described above could be realized, and complex systems will need to be developed to ensure that other technical items are reviewed, code enforcement actions can proceed, and ordinances are enforced.

### **Outreach**

The process for drafting and adopting these amendments was fast tracked due to the timing provided by the State. The notice of rulemaking for the residential code was published by the State BCD on August 30, 2019, with the comment period closing on September 20, 2019. The new commercial code, with the same changes to its Chapter 1, went into effect October 1, 2019. A “grace period” for enacting these changes was established, with this transition period ending on January 1, 2020.

Due to the decreased length of notice from the State BCD the County had limited time to make changes, which lead to a narrow window for public outreach. Public notice of the proposed amendments was made using our website, social media, and through a notice to our Community Planning Organizations (CPO). The first and second readings of the ordinance also serves as an opportunity for the public to comment on the proposed changes. At the time of the submission of this staff report, no public input was received regarding the proposed amendments.

### **RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners read fully and distinctly the change in the definition of Agricultural Processing under County Code Section 9.02.030 (A). Staff further requests that the Board of County Commissioners subsequently read the proposed ordinance by title only and proceed to adoption of the proposed amendments. Last, staff respectfully requests that the Board declare an emergency exists such that the amendments take effect immediately upon adoption of the proposed ordinance.

### **ATTACHMENTS:**

- A. ORDINANCE No. 07-2019, Amendments to County Code Chapter 9.02, *Application and Enforcement of the Clackamas County Building Code*, and Chapter 9.03, *Excavation and Grading*, to Maintain Current Business Practices, Services and Consistency

B. ORDINANCE No. 07-2019, Amendments to County Code Chapter 9.02, *Application and Enforcement of the Clackamas County Building Code*, and Chapter 9.03, *Excavation and Grading*, to Maintain Current Business Practices, Services and Consistency – December 2, 2019 version with tracked changes

Respectfully submitted,

Dan Johnson, Director  
Department of Transportation & Development

## ORDINANCE NO. 07-2019

### **An Ordinance Amending Clackamas County Code Chapters 9.02, *Application and Enforcement of the Clackamas County Building Code*, and Chapter 9.03, *Excavation and Grading*, and Declaring an Emergency**

WHEREAS, as part of the Department of Transportation and Development's Land Use and Development line of business, Clackamas County administers a building codes program for unincorporated Clackamas County and, with intergovernmental agreements, select cities. The County is mandated to maintain a building code program by ORS 455.020, with the program delegated to the County from the State Building Codes Division (State BCD) through OAR 918-020; and

WHEREAS, on or about August 30, 2019, the State BCD issued a notice of rulemaking that revises the administrative provisions of the residential code, and in October 2019 State BCD adopted a new commercial code with the same changes included in the Code's scoping provisions; and

WHEREAS, local action is required to address the extensive changes made by the State BCD to the building code's administrative provisions; and

WHEREAS, to keep critical elements as part of the building codes program, maintain interdisciplinary coordination, and to keep business practices and permitting process as they have been since the adoption of a statewide building code in 1974, local jurisdictions must adopt Scope and Administration provisions (language taken from the original Chapter 1) in their local codes; and

WHEREAS, the adoption of the State BCD standards must be in place by January 1, 2020,

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapters 9.02 and 9.03, of the Clackamas County Code are hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

**Section 2:** Emergency Clause. The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of the amended ordinances, as shown in Exhibit "A," are necessary to ensure compliance with State BCD standards and must be effective by January 1, 2020,



to avoid potential adverse consequences to both the County staff and customers. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this 12<sup>th</sup> day of December, 2019.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

## Chapter 9.02

# 9.02 APPLICATION AND ENFORCEMENT OF THE CLACKAMAS COUNTY BUILDING CODE

### 9.02.010 Purpose

The purpose of this chapter is to establish uniform performance standards for building-related codes and rules to reasonably safeguard the public health, safety, and general welfare of occupants and users of buildings within this jurisdiction, and provide for the use of modern methods, devices, materials and techniques and for superior energy conservation. The provisions of this chapter are in addition to the requirements of the State Building Code, as defined in ORS 455.010, and in many cases are intended to amend specific sections of the State Building Code pursuant to the authority granted to Clackamas County through ORS 455.020.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

### 9.02.020 Application

This chapter shall apply to the construction, reconstruction, alteration, relocation (i.e. moving), demolition, repair, maintenance and work associated with any building or structure except when such work is located in a public right of way.

Without limiting the generality of the foregoing, this chapter shall also apply to the following:

- A. Abatement of nuisances and dangerous buildings.
- B. Demolition
- C. Protection of adjoining property.
- D. Retaining walls.
- E. Fences.
- F. Tanks that are located exterior to and not attached to or supported by a regulated building.
- G. Telecommunications towers.
- H. Ground mounted flagpoles exceeding 25 feet.
- I. Signs not attached to or supported by a regulated building.
- J. Piers and wharves.
- K. Bridge structures outside of a public right of way.
- L. Structures associated with agricultural processing.

This chapter shall not apply to the following:

- A. Fire safety during construction.
- B. Structures within a public right of way.
- C. Floating structures.
- D. Docks.
- E. Equipment shelters not intended for human occupancy with a building area 250 square feet or less, designated as Risk Category I or II.
- F. Administration and implementation of a National Flood Insurance Program (NFIP).
- G. Transitional housing accommodations.

- H. Water tanks supported directly upon grade if the capacity does not exceed 5000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.

If any conflict arises because different sections of this chapter specify different materials, methods of construction or other requirements, the most restrictive provision shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement will apply.

If any conflict arises between a provision of this Chapter and Oregon Revised Statutes or State Building Code, the statutory or State Building Code provision(s) shall govern.  
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

### **9.02.030 Definitions**

When used in this chapter, the following terms, phrases, words and their derivatives shall have the meanings ascribed to them below. When terms are used that are not defined below, they shall have the ordinary accepted meanings that are appropriate to their context. Words used in the singular include the plural and those used in the plural include the singular. Words used in the masculine gender include the feminine and those used in the feminine include the masculine.

- A. **AGRICULTURAL PROCESSING** is the compounding, or conversion of an agricultural good into a product. The alteration of the physical makeup of the agricultural good is the primary characteristic of agricultural processing. Agricultural processing does not include preparation, cleaning, treatment, sorting and packaging of agricultural goods.
- B. **AUTHORIZED REPRESENTATIVE** may include, among others, the Deputy Building Codes Administrator and his/her authorized inspection personnel, and the Fire Marshal.
- C. **BUILDING** is any structure used or intended for supporting or sheltering any use or occupancy.
- D. **BUILDING OFFICIAL** is the official designated by order of the Clackamas County Board of Commissioners, charged with administration and enforcement the State of Oregon Building Codes as outlined in ORS 455.148, and includes that official's authorized representatives.
- E. **PERSON** includes human beings and, where appropriate, public or private corporations, unincorporated associations, partnerships, firms, governments, governmental instrumentality, joint stock companies, trusts and estates, trustees, and any other legal entities whatsoever, and shall indicate both the singular and the plural.
- F. **STRUCTURE** is that which is built or constructed, including buildings.
- G. **STATE BUILDING CODE** is defined in ORS 455.010.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.040 Clackamas County Building Code**

The Clackamas County Building Code consists of the following Specialty Codes as adopted by the State of Oregon, and regulations:

- A. The Oregon Structural Specialty Code, as adopted by OAR Chapter 918, Division 460, except as modified in this Chapter, shall be enforced as part of this Chapter.
- B. The Oregon Mechanical Specialty Code, as adopted by OAR Chapter 918, Division 440, except as modified in this Chapter, shall be enforced as part of this

- Chapter.
- C. The Oregon Plumbing Specialty Code, as adopted by OAR Chapter 918, Division 750, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - D. The Oregon Electrical Specialty Code, as adopted by OAR Chapter 918, Division 251 except as modified in this Chapter, shall be enforced as part of this Chapter.
  - E. The Oregon Residential Specialty Code, as adopted by OAR Chapter 918, Division 480, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - F. The manufactured dwelling park and mobile home park rules adopted by OAR Chapter 918 Division 600, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - G. The manufactured structure rules adopted by OAR Chapter 918, Division 500, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - H. The Recreational Park and Organizational Camp Rules adopted by OAR Chapter 918, Division 650, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - I. Chapter 9.01 of the Clackamas County Code: Code for the Abatement of Dangerous Buildings and Structures.
  - J. Chapter 9.03 of the Clackamas County Code: Excavation and Grading.
  - K. The On-Site Sewage Disposal Rules as adopted by OAR Chapter 340, Division 71 and OAR Chapter 340, Division 73, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - L. The Oregon Energy Efficiency Specialty Code as adopted by OAR Chapter 918, Division 460, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - M. The Oregon Solar Installation Specialty Code as adopted by ORS 455.010 through 455.897, except as modified in this Chapter, shall be enforced as part of this Chapter.
  - N. 2018 International Building Code, International Code Council (ICC IBC-2018) Section 105.2.
  - O. ICC IBC-2018 Section 1807.3
  - P. American Society of Civil Engineers (ASCE) 7.16, Section 15.  
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

#### **9.02.050 Clackamas County Operating Plan**

The provisions of the Clackamas County Operating Plan are hereby incorporated as if fully set forth herein. A copy of the operating Plan is on file with the Building Codes Division of the Department of Transportation and Development and may be reviewed upon request. Where the terms of the Clackamas County Operating Plan conflict with this Chapter, the provisions of this Chapter shall control.  
[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.060 Modifications**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.070 Tests**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.080 Powers And Duties Of The Building Official**

The building official is hereby authorized and directed to enforce all the provisions of this chapter.

The building official shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in conformance with the intent and purpose of this chapter. The building official shall have the authority to vary the approval period for permits applied to resolve violations to less than the 180 days referred to in Section 9.02.270 of this Chapter.

The building official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction in the discharge of duties required by this chapter and other pertinent laws or ordinances.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.090 Deputies**

In accordance with prescribed procedures the building official may appoint a deputy building official, technical officers and inspectors and other employees to carry out the functions of code enforcement under this chapter. The building official may deputize such inspectors or employees as may be necessary to carry out the functions of code enforcement under this chapter as delegated by the building official.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.100 Right Of Entry**

When it is necessary to make an inspection to enforce the provisions of this chapter, or when the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this chapter which makes the structure or premises unsafe, dangerous or hazardous, the building official or designee may enter or inspect the structure or premises at reasonable times to inspect or to perform the duties imposed by this chapter, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If the structure or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.110 Stop Work Orders, Warning Notices & Violation Notices**

Whenever any work is being done contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented for enforcement of this chapter, the building official may order the work stopped by notice in writing served on any person engaged in doing the work or causing the work to be done, or by posting of the building or work being done, and any such person shall forthwith stop such work until authorized by the building official to resume the work.

In the discretion of the building official, warning notices or violation notices may also be issued for violations of this chapter and any other pertinent laws or ordinances implemented for enforcement of this chapter.

Orders or notices shall give a brief description of the violation identified, and shall be issued through one of the following methods:

- A. Personal service upon the person responsible for the violation;
- B. Posting at the site of the violation; or
- C. Delivered by regular U.S. mail to the address listed on the permit application (if any) submitted in association with the work in question.

Orders or notices shall contain the name of the County Department(s) to contact regarding the violation, the name of the person issuing the order or notice, the date the order or notice was issued and a statement that failure to correct the alleged violation within the time set (no less than 30 days) may result in legal action with the courts or the Compliance Hearings Officer to abate the nuisance or both, and the imposition of administrative fees, penalties and enforcement fees.

If the building official believes an alleged violation presents an imminent threat to public health or safety, no warning notice need be given before pursuing remedies allowed for by this chapter.

[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.120 Authority To Disconnect Utilities In Emergencies**

In case of emergency, the building official shall have the authority to disconnect the energy, fuel or power supply, or plumbing utility service to a building, structure, premises or equipment regulated by this chapter when necessary to eliminate an immediate hazard to life or property. The building official shall, whenever possible, give advance notice to the serving utility, the owner and the occupant(s) of the building or premises that utilities will be disconnected, and shall notify the serving utility, owner and occupant of the building or premises in writing of utility disconnection immediately afterward.

[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.130 Connection After Order To Disconnect**

Persons shall not make connections from an energy, fuel, power supply or plumbing service, nor supply energy, fuel, power or plumbing to any equipment regulated by this chapter which has been disconnected or ordered to be disconnected by the building official, or the use of which has been ordered to be discontinued by the building official, until the building official authorizes the reconnection and use of such equipment. [Codified by Ord. 05-2000, 7/13/00]

#### **9.02.140 Occupancy Violations**

Whenever any structure or equipment therein regulated by this chapter become unsafe, insanitary, deficient, or is otherwise being used contrary to the provisions of this chapter, the building official may order such use discontinued and the building, structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Any person receiving notice shall discontinue the use within the time prescribed by the building official to make the building, or portion thereof, comply with the requirements of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.150 Adjudicating Entities For Specific Appeals**

- A. In the event an appeal of a staff interpretation of code is necessary during plan review, the appeal shall be processed as set forth in this subsection. If a permit applicant disagrees with a plans examiner's decision, the request is first sent to the Plans Examiner Supervisor or a Section Supervisor depending upon the nature of the problem and which specific code is being appealed. The Supervisor will make a decision regarding the matter. If the matter is not resolved at that level, the appeal is forwarded to the building official. After consultation with the

- appellant and the appropriate technical staff, the building official reviews the request and shall respond in writing within 10 business days.
- B. In the event an appeal of a staff interpretation of code is necessary during field inspections, the appeal shall be processed as set forth in this subsection. If a permit holder disagrees with a field inspector's correction, the request is first sent to the Structural/Mechanical Inspector Supervisor, the Plumbing Inspection Supervisor, Electrical Inspection Supervisor, or other Section Supervisor depending upon the nature of the problem and which specific code is being appealed. The Supervisor will make a decision regarding the matter. If the matter is not resolved at that level, the appeal is forwarded to the building official. After consultation with the appellant and the appropriate technical staff, the building official reviews the request and shall respond in writing within 10 business days.
- C. For those issues that are within the scope and application of the State Building Code, where the applicant is still aggrieved, the matter may be further appealed to the appropriate Division Chief at the State of Oregon and then further to the appropriate Advisory Board at the State of Oregon. Appeals to the State shall follow ORS 455.060, ORS 455.475, and the appropriate Oregon Administrative Rules.
- D. For those issues that are outside of the scope and application of the State Building Code, where the applicant is still aggrieved, the applicant may request a hearing as provided in County Code Section 2.07.040. The procedures associated with the applicant's requested hearing shall be subject to those provisions of County Code Section 2.07.
- E. Notwithstanding the provisions above, appeals related to a staff interpretation of the On-Site Sewage Disposal Rules as adopted by OAR Chapter 340, Division 71 and OAR Chapter 340, Division 73 shall follow the appeal process set forth in OAR Chapter 340, Division 71.

[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.160 Board Of Appeals**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.170 Form Of Appeal**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.180 Effect Of Failure To Appeal**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

#### **9.02.190 Scope Of Hearing On Appeal**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.200 Procedures For Conduct Of Appeals Hearings**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.210 Form Of Notice Of Hearing**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.220 Conduct Of Hearing**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.230 Method And Form Of Decision**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]

### **9.02.240 Plans And Permits**

The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the building official or appointed deputies. Such plans may be reviewed by other departments and divisions of Clackamas County to verify compliance with any applicable laws and ordinances. If the building official or deputy finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and other pertinent laws and ordinances, and that the fees have been paid, the building official shall issue a permit to the applicant.

When the building official issues a permit for which plans are required, the building official shall endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified or altered without authorization from the building official, and all work regulated by this chapter shall be done in accordance with the approved plans.

The building official may issue a permit for the construction of part of a building or structure before the complete plans and specifications for the whole building or structure have been submitted or approved, if adequate information and detailed statements have been filed to assure compliance with all pertinent requirements of this chapter. The holder of a partial permit who chooses to proceed assumes the risk that the permit for the entire building or structure may be denied. Clackamas County is not responsible for any costs associated with work performed under a partial permit if the full permit is denied.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.250 Retention Of Plans**

Repealed.  
[Codified by Ord. 05-2000, 7/13/00]



### **9.02.260 Validity Of Permit**

The building official shall consider any violations of Clackamas County Ordinances or other applicable laws that are known to them in responding to all permit requests, applications, and occupancy or completion certificates. The building official may refuse to issue permits, occupancy or completion certificates under this chapter if the parcel of land, or the use of the land on which the building, structure, or equipment is to be placed, altered, equipped or used is in violation of any Clackamas County Ordinance or State Building Code.

No building or site permit shall be issued by the building official until all plans for on-site sewage disposal facilities have been approved by the appropriate authority. Further, no building containing plumbing shall be occupied until connected to an on-site sewage disposal facility approved by the appropriate authority and meeting the minimum standards of the Oregon State Board of Health and the Department of Environmental Quality.

The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, acquiescence to, any violation of any of the provisions of this chapter or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the jurisdiction shall be null and void.

The issuance of a permit based on plans, specifications and/or other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building occupancy or operations associated with the permit, if executed in violation of this chapter or of any other ordinances of this jurisdiction.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.270 Expiration Of Applications, Plans And Permits**

- A. Automatic Expiration of Applications -- Applications for which no permit is issued within 180 days following the date of the application shall automatically expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official.
- B. Extensions on Unexpired Applications – The building official may extend the time for action by the applicant for a period not exceeding 90 days if:
  - 1. The applicant so requests in writing;
  - 2. The applicant shows that circumstances beyond applicant’s control have prevented action from being taken; and
  - 3. The application is consistent with the relevant provisions of this Chapter in effect on the date the request for a time extension is submitted.
- C. Pre-Conditions to Renewing Action on an Expired Application – In order to renew action on an application after expiration, the applicant shall resubmit plans if directed by the building official and shall pay a new plan review fee. The building official shall have authority to modify renewal fees where warranted.
- D. Automatic Expiration of Permits – Every permit issued by the building official under the provisions of this Chapter shall automatically expire and become null and void if the building or work authorized by the permit is:
  - 1. Not commenced within 180 days from the date of the permit; or
  - 2. Suspended or abandoned for a period of 180 days at any time after the work is commenced, or
  - 3. Not subject to inspection approval for a period of 180 days at any time

after the work is commenced.

- E. Extensions on Unexpired Permits – Any permittee holding an unexpired permit may apply for an extension of the time within which to commence work under that permit when the permittee is unable to commence work within the time originally required for good reason. The building official may extend the time for action by the permittee for a period not exceeding 180 days if:
1. The permittee requests an extension in writing; and
  2. The permittee shows that circumstances beyond permittee’s control have impeded progress under the permit.
  3. The unexpired permit remains consistent with the relevant provisions of this Chapter in effect on the date the request for a time extension is submitted.
- F. Timelines for Permits Issued to Resolve Violations – In those instances where a permit is issued to resolve a violation, the building official may specify the length of time an issued permit may remain valid and they may establish specific timelines for compliance.
- G. Pre-Conditions to Resuming Work on Expired Permit – Before resuming work under an expired permit, an existing permit must be renewed where appropriate or a new permit must be obtained if directed to do so by the building official, and an additional fee remitted. The fee will determined under the following guidelines:
1. If no changes have been made or will be made in the original plans and specifications for the work to be resumed; and the suspension or abandonment of work under the permit has not exceeded six months, then no fee will be required to renew the permit; or
  2. If there have been or will be changes to the original plans and specifications for the work to be resumed, or the suspension or abandonment of work under the permit has exceeded six months but has not exceeded one year, then the permittee shall pay one half the amount of the full permit fee, plus additional plan review fees assessed at the County’s currently hourly rate where applicable.
  3. If the suspension or abandonment of work under the permit has exceeded one year, then the permittee shall pay an amount equivalent to the full permit fee, plus additional plan review fees assessed at the County’s current hourly rate where applicable.
  4. The building official shall have authority to modify renewal fees where warranted.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.280 Work Without A Permit; Investigation Fees**

Whenever any work for which a permit is required by this chapter has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, may be collected whether or not a permit is ever issued. The investigation fee shall be based on the actual cost of the investigation or the average cost of such investigations per ORS 455.058, but not less than the amount specified in Appendices A&B of the Clackamas County Code. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this chapter nor from any penalty prescribed by law.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.290 Transferability**

With the permission of the building official a permit issued and paid for by a person or firm may be transferred to another person or firm to perform any work thereunder.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.300 Suspension; Revocation**

The building official may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information supplied, or in violation of any ordinance or regulation of any of the provisions of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.310 Inspections**

It shall be the duty of the permit holder or their agent to request all necessary inspections in a timely manner and according to the policies of Clackamas County, provide access to the site, and provide all necessary equipment to make inspections as determined by the building official. The permit holder shall not proceed with construction until authorized by the building official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permit holder to remove or replace any material required for proper inspection shall be the responsibility of the permit holder or their agent. Failure to request inspections shall result in expiration of the permit as per Section 9.02.270. The county has no obligation, responsibility, or liability to follow up on permits for which necessary inspections have not been requested or which are at risk of expiration under Section 9.02.270. The permittee shall bear all such responsibility and liability.

Any person to whom a permit is issued shall be liable for any loss, damage, or injury caused or arising from the permittee's negligence, as well as for any breach of the building codes or regulations, to the person suffering such loss, damage, or injury. The permittee shall indemnify, defend and hold harmless the County and its officers, employees and agents from any and all claims, demands, actions and suits (including all attorney fees and costs, through trial and on appeal) arising from the permittee's negligence, as well as for any breach of the building codes or regulations to the person suffering such loss, damage or injury.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.320 Fees**

Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Clackamas County Board of Commissioners deem reasonable shall be as set from time to time by order of the Clackamas County Board of Commissioners.

The building official may authorize refunds of fees when the guidelines of the applicable refund policy so authorize.

The determination of value or valuation under any provisions of this chapter shall be made by the building official. The value to be used in computing building permit and plan review fees shall be the total value of all construction work associated with the permit, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. Valuations shall be determined as specified in OAR 918-050-0100. The building official may modify the valuation of any building or structure where warranted.

Enforcement fees are in addition to and not in lieu of civil penalties that may be imposed by a Compliance Hearings Officer or court. Enforcement fees shall be used to defray the costs of enforcement of the provisions of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.330 Violations And Enforcement**

All persons shall comply with this chapter in the location, construction, maintenance, repair, alteration, or use of buildings, structures, installations or on-site sewage disposal systems or facilities within Clackamas County.

A violation of this Chapter exists whenever a building, structure, installation, on-site sewage disposal system or sewage disposal facility, or grading is, or is proposed to be, located, constructed, maintained, repaired, altered, or used contrary to the requirements of this Chapter. Each day that a violation exists is considered to be a separate offense.

A violation of this Chapter is a public nuisance, and continues to be a public nuisance until the offending building, structure, installation, system, facility or use is brought into compliance with this Chapter.

The County may, in addition to the other remedies provided by law, institute injunction, mandamus, abatement or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate, or remove violations of this Chapter. The County may also enforce this chapter through the provisions of the Clackamas County Compliance Hearing Officer Ordinance.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.340 Prioritization Of Violations For Enforcement**

The building official is charged with administration, implementation and enforcement of the State Building Code and this Chapter. The building official's duties include the duty to oversee plan reviews and building inspections required under the State Building Code and this chapter, and the duty to supervise continuing enforcement when violations are identified. Since the Building Code Division has limited financial resources, the building official must exercise their inherent discretion to ensure that sufficient funds are available to deal with the most important public policy matters that come before them.

The top priority for Division resources is the processing of plans and permits properly applied for under the Codes. Although the Division must also address Code violations, violations vary greatly in severity, with some violations having a negligible impact on the public interest and others having a potentially great impact on the public interest. For this reason, the Board of County Commissioners has determined that the building official may prioritize violations for enforcement action without unduly compromising public policy. The Board of County Commissioners believes that this prioritization of violations for enforcement will result in the most effective and efficient re-allocation of Building Division resources.

[Codified by Ord. 05-2000, 7/13/00]

## Chapter 9.03

### 9.03 EXCAVATION AND GRADING

#### 9.03.010 Purpose

The purpose of this chapter is to safeguard life, limb, property and the public welfare by regulating grading on private property.

[Codified by Ord. 05-2000, 7/13/00]

#### 9.03.020 Scope

This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction. All excavation, grading and earthwork construction, including fills and embankments, shall be performed in accordance with Appendix J of the Oregon Structural Specialty Code (OSSC), modified as follows:

- A. OSSC Section J104.1: Submittal requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill, and provide a quantity calculation and/or methodology.
- B. OSSC Section J104.2: Site Plan Requirements. In addition to the provisions of Section 107, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code. Cross section drawing(s) shall be provided and shall be of sufficient quality and detail to accurately represent the proposed work, and that it conforms to the requirements of this code.

[Codified by Ord. 05-2000, 7/13/00]

#### 9.03.030 Permits Required; Exceptions

No person shall do any excavation, grading or earthwork construction without first having obtained a permit from the Clackamas County Building Official or his/her designee. The following activities shall be exempt from this Chapter:

- C. Farm grading, as defined in ORS 30.936. All farm grading shall be done in accordance with ORS 455.315; and
- D. Grading performed as part of stream or habitat improvements, including turtle nests and log jams.

[Codified by Ord. 05-2000, 7/13/00]

#### 9.03.040 Fees

Fees are as set forth in Appendix A, "A500. Building".

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

**9.03.050 Bonds**

- E. The Clackamas County Building Official may require bonds in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.
- F. In lieu of surety bond the applicant may file a cash bond or instrument of credit with the Clackamas County Building Official in an amount equal to that which would be required in the surety bond.

[Codified by Ord. 05-2000, 7/13/00]

## ORDINANCE NO. 07-2019

### **An Ordinance Amending Clackamas County Code Chapters 9.02, *Application and Enforcement of the Clackamas County Building Code*, and Chapter 9.03, *Excavation and Grading*, and Declaring an Emergency**

WHEREAS, as part of the Department of Transportation and Development's Land Use and Development line of business, Clackamas County administers a building codes program for unincorporated Clackamas County and, with intergovernmental agreements, select cities. The County is mandated to maintain a building code program by ORS 455.020, with the program delegated to the County from the State Building Codes Division (State BCD) through OAR 918-020; and

WHEREAS, on or about August 30, 2019, the State BCD issued a notice of rulemaking that revises the administrative provisions of the residential code, and in October 2019 State BCD adopted a new commercial code with the same changes included in the Code's scoping provisions; and

WHEREAS, local action is required to address the extensive changes made by the State BCD to the building code's administrative provisions; and

WHEREAS, to keep critical elements as part of the building codes program, maintain interdisciplinary coordination, and to keep business practices and permitting process as they have been since the adoption of a statewide building code in 1974, local jurisdictions must adopt Scope and Administration provisions (language taken from the original Chapter 1) in their local codes; and

WHEREAS, the adoption of the State BCD standards must be in place by January 1, 2020,

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapters 9.02 and 9.03, of the Clackamas County Code are hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

**Section 2:** Emergency Clause. The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of the amended ordinances, as shown in Exhibit "A," are necessary to ensure compliance with State BCD standards and must be effective by January 1, 2020,

to avoid potential adverse consequences to both the County staff and customers. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this 12<sup>th</sup> day of December, 2019.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary



## Chapter 9.02

# 9.02 APPLICATION AND ENFORCEMENT OF THE CLACKAMAS COUNTY BUILDING CODE

### 9.02.010 Purpose

The purpose of this chapter is to establish uniform performance standards for building-related codes and rules to reasonably safeguard the public health, safety, and general welfare; ~~comfort and security of residents of this jurisdiction who are~~ occupants and users of buildings within this jurisdiction, and provide for the use of modern methods, devices, materials and techniques and for superior energy conservation. The provisions of this chapter are in addition to the requirements of the State Building Code, as defined in ORS 455.010, and in many cases are intended to amend specific sections of the State Building Code pursuant to the authority granted to Clackamas County through ORS 455.020. ~~Do we reference the changes made in Ch. 1?~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

### 9.02.020 Application

This chapter shall apply to the construction, reconstruction, alteration, relocation (i.e. moving), demolition, repair, maintenance and work associated with any building or structure except when such work is located in a public right of ways.

Without limiting the generality of the foregoing, this chapter shall also apply to the following:

- A. Abatement of nuisances and dangerous buildings.
- B. Demolition
- C. Protection of adjoining property.
- D. Retaining walls.
- E. Fences.
- F. Tanks that are located exterior to and not attached to or supported by a regulated building.
- G. Telecommunications towers.
- H. Ground mounted flagpoles exceeding 25 feet.
- I. Signs not attached to or supported by a regulated building.
- J. Piers and wharves.
- K. Bridge structures outside of a public right of way.
- L. Structures associated with agricultural processing.

This chapter shall not apply to the following:

- A. Fire safety during construction.
- B. ~~Temporary use of ROW/Encroachments??~~ Structures within a public right of way.
- C. Floating structures.
- D. Docks.
- E. Equipment shelters not intended for human occupancy with a building area 250 square feet or less, designated as Risk Category I or II.
- F. Administration and implementation of a National Flood Insurance Program (NFIP).
- G. Transitional housing accommodations.

H. Water tanks supported directly upon grade if the capacity does not exceed 5000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.

If any ~~apparent~~<sup>[BE1][RM2]</sup> conflict arises because different sections of this chapter specify different materials, methods of construction or other requirements, the most restrictive provision shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement will apply.

If any ~~apparent~~ conflict arises between a provision of this Chapter and Oregon Revised Statutes or State Building Code, the statutory or State Building Code provision(s) shall govern. ~~Do we make mention of Chapter 1?~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

### 9.02.030 Definitions

When used in this chapter, the following terms, phrases, words and their derivatives shall have the meanings ascribed to them below. When terms are used that are not defined below, they shall have the ordinary accepted meanings that are appropriate to their context. Words used in the singular include the plural and those used in the plural include the singular. Words used in the masculine gender include the feminine and those used in the feminine include the masculine.

~~A. PERSON includes human beings and, where appropriate, public or private corporations, unincorporated associations, partnerships, firms, governments, governmental instrumentality, joint stock companies, trusts and estates, trustees, and any other legal entities whatsoever, and shall indicate both the singular and the plural [BC][BM].~~

~~BUILDING OFFICIAL is the official designated by order of the Clackamas County Board of Commissioners, charged with as the Clackamas County Building Official, administration and enforcement the State of Oregon Building Codes as outlined in ORS 455.148, and includes that official's authorized representatives.~~

~~A. AGRICULTURAL PROCESSING is the processing, compounding, or conversion of an agricultural good into a product. The alteration of the physical makeup of the agricultural good is the primary characteristic of agricultural processing. Agricultural processing does not include preparation, cleaning, treatment, sorting and packaging, packing and storage of agricultural goods.~~

~~B. AUTHORIZED REPRESENTATIVE may include, among others, the Community Environment Manager Deputy Building Codes Administrator and his/her authorized inspection personnel, and the Fire Marshall.~~

~~A BUILDING is any building or structure constructed for any purpose whatsoever structure used or intended for supporting or sheltering any use or occupancy.~~

~~BUILDING OFFICIAL is the official designated by order of the Clackamas County Board of Commissioners, charged with administration and enforcement the State of Oregon Building Codes as outlined in ORS 455.148, and includes that official's authorized representatives.~~

~~PERSON includes human beings and, where appropriate, public or private corporations, unincorporated associations, partnerships, firms, governments, governmental instrumentality, joint stock companies, trusts and estates, trustees,~~

and any other legal entities whatsoever, and shall indicate both the singular and the plural.

~~PROCESSING~~ [RM5] [BE6]

F. ~~A STRUCTURE~~ is that which is built or ~~erected~~ constructed, including buildings.

G. STATE BUILDING CODE is defined in ORS 455.010.

~~A. PROCESSING~~ [RM7]

~~BOARD OF APPEALS is the entity appointed by the Clackamas County Board of Commissioners to hear and decide appeals of orders, decisions and determinations made by the building official relative to the application and interpretation of this Chapter, except that the Board of Appeals will not have jurisdiction over appeals arising from the Electrical Specialty Code, the Manufactured Dwelling or Mobile Home Parks Administrative Rules, or the On-Site Sewage Disposal Administrative Rules, which must be appealed to the entities identified in Section 9.02.150 of this Chapter.~~

[Codified by Ord. 05-2000, 7/13/00]

## 9.02.040 Clackamas County Building Code

The Clackamas County Building Code consists of the following Specialty Codes as adopted by the State of Oregon, and regulations:

- A. The Oregon Structural Specialty Code, as adopted by OAR Chapter 918, Division 460, except as modified in this Chapter, shall be enforced as part of this Chapter.
- B. The Oregon Mechanical Specialty Code, as adopted by OAR Chapter 918, Division 440, except as modified in this Chapter, shall be enforced as part of this Chapter.
- C. The Oregon Plumbing Specialty Code, as adopted by OAR Chapter 918, Division 750, except as modified in this Chapter, shall be enforced as part of this Chapter.
- D. The Oregon Electrical Specialty Code, as adopted by OAR Chapter 918, Division 251 except as modified in this Chapter, shall be enforced as part of this Chapter.
- E. The Oregon Residential Specialty Code, as adopted by OAR Chapter 918, Division 480, except as modified in this Chapter, shall be enforced as part of this Chapter.
- F. The manufactured dwelling park and mobile home park rules adopted by OAR Chapter 918 Division 600, except as modified in this Chapter, shall be enforced as part of this Chapter.
- G. The manufactured structure rules adopted by OAR Chapter 918, Divisions 500 and ~~530~~ [BC8] [BN9], except as modified in this Chapter, shall be enforced as part of this Chapter.
- H. Chapter 9.01 of the Clackamas County Code: Code for the Abatement of Dangerous Buildings and Structures.

~~H.I.~~

~~H.J.~~ Chapter 9.03 of the Clackamas County Code: Excavation and Grading.

~~H.K.~~ The On-Site Sewage Disposal Rules as adopted by OAR Chapter 340, Division 71 and OAR Chapter 340, Division 73, except as modified in this Chapter, shall

- be enforced as part of this Chapter.
- ~~K.L.~~ The Oregon Energy Efficiency Specialty Code as adopted by OAR Chapter 918, Division 460, except as modified in this Chapter, shall be enforced as part of this Chapter.
- M. The Oregon Solar Installation Specialty Code as adopted by ORS 455.010 through 455.897, except as modified in this Chapter, shall be enforced as part of this Chapter.
- N. 2018 International Building Code, International Code Council (ICC IBC-2018) Section 105.2.
- O. ICC IBC-2018 Section 1807.3  
American Society of Civil Engineers (ASCE) 7.16, Section 15.
- ~~L.P.~~  
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

### **9.02.050 ~~Alternate Materials And Methods~~ Clackamas County Operating Plan**

The provisions of the Clackamas County Operating Plan are hereby incorporated as if fully set forth herein. A copy of the operating Plan is on file with the Building Codes Division of the Department of Transportation and Development and may be reviewed upon request. Where the terms of the Clackamas County Operating Plan conflict with this Chapter, the provisions of this Chapter shall control. ~~this chapter are not intended to prevent the use of any material, alternate design or method of construction not specified in this chapter, provided the alternate has been approved and its use authorized by the building official.~~

~~The building official may approve any alternative, provided the building official finds that the proposed design is satisfactory and complies with the provisions of this chapter, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that required under this chapter in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.~~

~~The building official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding the use of alternates. The details of any action granting approval of an alternate shall be recorded and entered in the files. An applicant may appeal the decision of the building official regarding the use of alternates to the Board of Appeals. An appeal of the building official's decision shall be accompanied by the appropriate filing fee.~~

~~ORS 455.060 provides for state rulings on acceptable materials, designs and methods of construction. When a state ruling has been issued, ORS 455.060 (4) applies.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.060 Modifications**

#### Repealed.

~~When there are practical difficulties involved in carrying out the provisions of this chapter, the building official may grant modifications for individual cases. In order to grant such a modification, the building official must first find that a unique factor distinguishes the situation before him in a manner that makes it impractical to strictly apply this chapter, and that the modification is in conformance with the intent and purpose of this chapter. Such modifications shall not lessen any fire protection requirements or any degree of structural integrity. The details of any action granting modification shall be recorded and entered in the files.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.070 Tests**

Repealed.

~~Whenever there is insufficient evidence of compliance with any of the provisions of this chapter or evidence that any material or construction does not conform to the requirements of this chapter, the building official may require tests as proof of compliance to be made at no expense to Clackamas County.~~

~~Test methods shall be as specified by this chapter or by other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the building official shall determine test procedures.~~

~~All tests shall be made by an approved accredited testing agency. Reports of such tests shall be retained by the building official for the period required for the retention of public records.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.080 Powers And Duties Of The Building Official**

The building official is hereby authorized and directed to enforce all the provisions of this chapter.

The building official shall have the ~~power authority~~ to render interpretations of this chapter and to adopt ~~policies and procedures and enforce administrative procedures~~ in order to clarify the application of its provisions. Such interpretations, ~~rules policies,~~ and ~~regulations procedures~~ shall be in conformance with the intent and purpose of this chapter. The building official shall have the ~~authority power~~ [BE10] to vary the approval period for permits applied to resolve violations to less than the 180 days referred to in Section 9.02.270 of this Chapter.

The building official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction in the discharge of duties required by this chapter and other pertinent laws or ordinances.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.090 Deputies**

In accordance with prescribed procedures the ~~bb~~building ~~o~~official may appoint ~~a~~ deputy building official, technical officers and inspectors and other employees to carry out the functions of code enforcement under this chapter. The ~~bb~~building ~~o~~official may deputize such inspectors or employees as may be necessary to carry out the functions of code enforcement under this chapter as delegated by the building official.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.100 Right Of Entry**

When it is necessary to make an inspection to enforce the provisions of this chapter, or when the building official has reasonable cause to believe that there exists in a ~~building, structure,~~ or upon a premises a condition which is contrary to or in violation of this chapter which makes the ~~building, structure,~~ or premises unsafe, dangerous or hazardous, the building official or designee may enter or inspect the ~~building, structure,~~ or premises at reasonable times to inspect or to perform the duties imposed by this chapter, provided that if such ~~building, structure,~~ or premises be occupied that credentials be presented to the occupant and entry requested. If the ~~building, structure,~~ or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the ~~building, structure,~~ or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.110 Stop Work Orders, Warning Notices & Violation Notices**

Whenever any work is being done contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented for enforcement of this chapter, the ~~building official~~building official may order the work stopped by notice in writing served on any person engaged in doing the work or causing the work to be done, or by posting of the building or work being done, and any such person shall forthwith stop such work until authorized by the ~~building official~~building official to resume the work.

In the discretion of the ~~building official~~building official, warning notices or violation notices may also be issued for violations of this chapter and any other pertinent laws or ordinances implemented for enforcement of this chapter.

Orders or notices shall give a brief description of the violation identified, and shall be issued through one of the following methods:

- A. Personal service upon the person responsible for the violation;
- B. Posting at the site of the violation; or
- C. Delivered by regular U.S. mail to the address listed on the permit application (if any) submitted in association with the work in question.

Orders or notices shall contain the name of the County Department(s) to contact regarding the violation, the name of the person issuing the order or notice, the date the order or notice was issued and a statement that failure to correct the alleged violation within the time set (no less than 30 days) may result in legal action with the courts or the Compliance Hearings Officer to abate the nuisance or both, and the imposition of administrative fees, penalties and enforcement fees.

If the building official believes an alleged violation presents an imminent threat to public health or safety, no warning notice need be given before pursuing remedies allowed for by this chapter.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.120 Authority To Disconnect Utilities In Emergencies**

In case of emergency, the building official shall have the authority to disconnect the energy, fuel or power supply, or plumbing utility service to a building, structure, premises or equipment regulated by this chapter when necessary to eliminate an immediate hazard to life or property. The building official shall, whenever possible, give advance notice to the serving utility, the owner and the occupant(s) of the building or premises that utilities will be disconnected, and shall notify the serving utility, owner and occupant of the building or premises in writing of utility disconnection immediately afterward.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.130 Connection After Order To Disconnect**

Persons shall not make connections from an energy, fuel, power supply or plumbing service, nor supply energy, fuel, power or plumbing to any equipment regulated by this chapter which has been disconnected or ordered to be disconnected by the building official, or the use of which has been ordered to be discontinued by the ~~building official~~building official, until the ~~building official~~building official authorizes the reconnection and use of such equipment. [Codified by Ord. 05-2000, 7/13/00]

### **9.02.140 Occupancy Violations**

Whenever any ~~building~~structure or equipment therein regulated by this chapter become unsafe, insanitary, deficient, or is otherwise being used contrary to the provisions of this chapter, the ~~building official~~building official may order such use discontinued and the ~~building~~building, structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Any person receiving notice shall discontinue the use within the time prescribed by the ~~building official~~building official to make the building, or portion thereof, comply with the requirements of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.150 Adjudicating Entities For Specific Appeals

- ~~A. Appeals relating to the administrative portions of this chapter shall be made only to the building official. In the event~~
- A. ~~an~~ An appeal of a staff interpretation of code is necessary during plan review, the appeal shall be processed as set forth in this subsection. If a permit applicant disagrees with a plans examiner's decision, the request is first sent to the Plans Examiner Supervisor ~~Structural/Mechanical Inspector Supervisor~~ or a Section Supervisor depending upon the nature of the problem and which specific code is being appealed. The Supervisor will make a decision regarding the matter. If the matter is not resolved at that level, the appeal is forwarded to the building official. After consultation with the appellant and the appropriate technical staff, the building official reviews the request and shall respond in writing within ~~—10 —business—~~ days.
- B. In the event an appeal of a staff interpretation of code is necessary during field inspections, the appeal shall be processed as set forth in this subsection. If a permit ~~applicant~~holder disagrees with a ~~plans examiner's~~field inspector's ~~decision~~correction, the request is first sent to the Structural/Mechanical Inspector Supervisor, the Plumbing ~~Inspection Supervisor,~~ and Electrical Inspection Supervisor, or other Section Supervisor depending upon the nature of the problem and which specific code is being appealed. The Supervisor will make a decision regarding the matter. If the matter is not resolved at that level, the appeal is forwarded to the building official. After consultation with the appellant and the appropriate technical staff, the building official reviews the request and shall respond in writing within 10 business days.;
- C. ~~[BC11]~~[BN12] For those issues that are within the scope and application of the State Building Code, where the applicant is still aggrieved, the matter may be further appealed to the appropriate Division Chief at the State of Oregon and then further to the appropriate Advisory Board at the State of Oregon. Appeals to the State shall follow ORS 455.060, ORS 455.475, and the appropriate Oregon Administrative Rules.
- D. For those issues that are outside of the scope and application of the State Building Code, where the applicant is still aggrieved, the applicant may request a hearing as provided in County Code Section 2.07.040. The procedures associated with the applicant's requested hearing shall be subject to those provisions of County Code Section 2.07.
- E. Notwithstanding the provisions above, appeals related to a staff interpretation of the On-Site Sewage Disposal Rules as adopted by OAR Chapter 340, Division 71 and OAR Chapter 340, Division 73 shall follow the appeal process set forth in OAR Chapter 340, Division 71.
- B. ~~Any person aggrieved by a decision of the building official made to apply, interpret or enforce the following specialty codes may appeal that decision to the designated entities:~~

- ~~1. Electrical Specialty Code—appeals may be made to the State of Oregon, Building Codes Division, Chief Electrical Inspector (ORS 479.853);  
—Manufactured Dwelling or Mobile Home Parks—appeals, requests for interpretations, or alternate methods and materials of OAR 918, Division 600 may be made to the Administrator of the Building Codes Division for a ruling (OAR 918-600-0080); and~~
  - ~~2. On-Site Sewage Disposal—appeals may be made to the State of Oregon, Department of Environmental Quality.~~
- ~~Appeals of all other substantive provisions of this chapter will be made first to the building official, then to the Board of Appeals.~~

[Codified by Ord. 05-2000, 7/13/00]

9.02.160 Board Of Appeals ~~Do we need to keep this or amend it for items outside BCD's scope?~~

Repealed.

~~In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this chapter, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass on matters pertaining to construction and who are not employees of the jurisdiction. The building official shall be an ex officio member of and shall act as secretary to the Board of Appeals but shall have no vote on any matter before the Board. The Board of Appeals shall be appointed by the governing body and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.~~

~~The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of the code nor shall the Board be empowered to waive requirements of this chapter.~~

~~All applications for an appeal shall be accompanied by the appropriate filing fee.~~

~~Any decision relating to the suitability of alternate materials and methods of construction or interpretation by the building official with regard to this chapter, except for the State of Oregon Electrical Specialty Code, the State of Oregon Manufactured Dwelling or Mobile Home Park Rules and the State of Oregon On-Site Sewage Disposal Rules, should be appealed first to the building official, then to the Board of Appeals, in conformance with procedures provided herein.~~

~~An appeal shall be in writing, shall describe the basis for the appeal and shall first be filed with the building official.~~

[Codified by Ord. 05-2000, 7/13/00]

## 9.02.170 Form Of Appeal

Repealed.

~~FFF.—Any person appealing an order, decision or determination of the building official to the Board of Appeals must do so by filing at the office of the building official a written appeal containing:~~

- ~~0. —A heading in the words: “Before the Board of Appeals for the Building Official of Clackamas County”;~~
- ~~0. —A caption reading: “In the matter of the appeal of .....,” giving the~~



- ~~names of all appellants participating in the appeal;~~
- ~~0. — A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the action of the building official;~~
  - ~~0. — A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the appellant's contentions;~~
  - ~~0. — A brief statement in ordinary and concise language of the relief sought and the reasons why the protested order or action should be reversed, modified or set aside;~~
  - ~~0. — The signatures of all parties named as appellants and their official mailing addresses; and~~
  - ~~0. — The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.~~

~~The Department of Transportation and Development shall make available to the public an appeal form consistent with the requirements of section A above.~~

~~The appeal shall be filed within 10 days from the date of the service of the order or from the action of the building official.~~

~~As soon as possible after receiving the written appeal, the Board of Appeals shall fix a date, time and place for the hearing by the Board of Appeals. The date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given to each appellant at least 10 days prior to the date of the hearing, either by:~~

- ~~0. — Causing a copy of such notice to be delivered to the appellant personally;~~
- ~~or~~
- ~~0. — Mailing a copy of the notice to the appellant at the address shown on the appeal.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.180 Effect Of Failure To Appeal**

Repealed.

~~Failure of any person to file an appeal in accordance with the provisions of Section 9.01.170 shall constitute a waiver of the right to an administrative hearing and adjudication of the Notice and Order or other action of the building official.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.190 Scope Of Hearing On Appeal**

Repealed.

~~Only those matters or issues specifically raised by the appellant in the written request for appeal shall be considered in the hearing of the appeal.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.200 Procedures For Conduct Of Appeals Hearings**

Repealed.

~~FFF. Record—A record of the entire appeal proceedings shall be made by tape recording or by any other means of permanent recording found appropriate by the Board of Appeals.~~

~~FFF. Continuances—The Board of Appeals may grant requests for a continuance if good cause is shown for the continuance.~~

~~FFF. Reasonable Dispatch—The Board of Appeals shall proceed with reasonable speed to conclude any matter before it.~~

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.210 Form Of Notice Of Hearing

Repealed.

~~The notice to appellant shall follow this basic form, but may include additional information:~~

~~“You are hereby notified that a hearing will be held before the Board of Appeals for the Building Official of Clackamas County at [hearing location] on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at the hour \_\_\_\_\_, upon the [Order or other action] regarding [address/location of building]. You may be present at the hearing. You may be represented by counsel, but need not be. You may present any relevant evidence and will be given the opportunity to cross-examine witnesses testifying against you.”~~

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.220 Conduct Of Hearing

Repealed.

~~FFF. Rules—Hearings need not be conducted according to court rules regarding evidence and witnesses.~~

~~FFF. Oral Evidence—Oral evidence shall be taken only on oath or affirmation of the witness. The Board of Appeals may administer oaths or affirmations to witnesses.~~

~~FFF. Admissibility of Evidence—Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Common law or statutory rules that might dictate a contrary result in state courts will not apply.~~

~~FFF. Exclusion of Evidence—Irrelevant, immaterial or unduly repetitious evidence shall be excluded.~~

~~Rights of Parties—Each party shall have the following rights, among others:~~

- ~~0. To call and examine witnesses on any matter relevant to the issues of the hearing;~~
- ~~0. To introduce documentary and physical evidence;~~
- ~~0. To cross-examine opposing witnesses on any matter relevant to the issues of the appeal;~~
- ~~0. To impeach any witness regardless of which party first called the witness to testify;~~
- ~~0. To rebut the evidence; and~~
- ~~0. To be represented by anyone who is lawfully permitted to do so.~~

~~Inspection of Premises—The Board of Appeals may inspect any building or premises~~

- ~~involved in the appeal during the course of the hearing, provided that:~~
- ~~0. Notice of the inspection is given to the parties before the inspection is made;~~
  - ~~0. The parties are given an opportunity to be present during the inspection, and~~
  - ~~0. conclusions reached upon completion of the inspection. Each party must be given an opportunity to rebut or explain observations and conclusions announced by the Appeals. The Appeals Adjudicator states for the record the material facts observed and the Adjudicator.~~

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.230 Method And Form Of Decision

#### Repealed.

~~FFF. Form of Decision—The decision of the Board of Appeals shall be in writing, and shall contain findings of fact and a determination of the issues presented. A copy of the decision shall be delivered to the appellant personally or sent by certified mail, postage prepaid, return receipt requested. A decision shall be issued within 14 days of the conclusion of any appeals hearing.~~

~~FFF. Effective Date of Decision—The effective date of the decision shall be as stated in the decision itself. The timelines for compliance with the final decision should be based on the guidelines for compliance with the original Order or action of the building official, when appropriate.~~

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.240 Plans And Permits

The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the ~~building official~~building official or appointed deputies. Such plans may be reviewed by other departments and divisions of Clackamas County to verify compliance with any applicable laws and ordinances. If the ~~building official~~building official or deputy finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and other pertinent laws and ordinances, and that the fees have been paid, the ~~building official~~building official shall issue a permit to the applicant.

When the ~~building official~~building official issues a permit for which plans are required, the ~~building official~~building official shall endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified or altered without authorization from the ~~building official~~building official, and all work regulated by this chapter shall be done in accordance with the approved plans.

The building official may issue a permit for the construction of part of a building or structure before the complete plans and specifications for the whole building or structure have been submitted or approved, if adequate information and detailed statements have been filed to assure compliance with all pertinent requirements of this chapter. The holder of a partial permit who chooses to proceed assumes the risk that the permit for the entire building or structure may be denied. Clackamas County is not responsible for any costs associated with work performed under a partial permit if the full permit is denied.

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.250 Retention Of Plans

Repealed.

~~One set of approved plans, specifications and computations shall be retained by the building official for a period of not less than 90 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant.~~

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.260 Validity Of Permit

The building official shall consider any violations of Clackamas County Ordinances or other applicable laws that are known to ~~him/her/them~~ in responding to all permit requests, ~~and applications, and occupancy or completion certificates.~~ The building official may refuse to issue permits, occupancy of completion certificates under this chapter if the parcel of land, or the use of the land on which the building, structure, or equipment is to be placed, altered, equipped or used is in violation of any Clackamas County Ordinance or State Building Code.

No building or site permit shall be issued by the building official until all plans for on-site sewage disposal facilities have been approved by the appropriate authority. Further, no building containing plumbing shall be occupied until connected to an on-site sewage disposal facility approved by the appropriate authority and meeting the minimum standards of the Oregon State Board of Health and the Department of Environmental Quality.

The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, acquiescence to, any violation of any of the provisions of this chapter or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the jurisdiction shall be null and void.

The issuance of a permit based on plans, specifications and/or other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building occupancy or operations associated with the permit, if executed in violation of this chapter or of any other ordinances of this jurisdiction.

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.270 Expiration Of Applications, Plans And Permits

- A. Automatic Expiration of Applications -- Applications for which no permit is issued within 180 days following the date of the application shall automatically expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official.
- B. Extensions on Unexpired Applications – The building official may extend the time for action by the applicant for a period not exceeding ~~180~~ 90 days if:
  1. The applicant so requests in writing; ~~and~~
  - ~~2. The applicant shows that circumstances beyond applicant's control have prevented action from being taken; and-~~
  - ~~2. The application is consistent with the relevant provisions of this Chapter in effect on the date the request for a time extension is submitted.~~
  - ~~3. No application shall be extended more than once.~~
- C. ~~Pre-Conditions to Renewing Action on an Expired Application – In order to renew action on an application after expiration, the applicant shall resubmit plans if directed by the building official and shall pay a new plan review fee. The~~

- building official shall have authority to modify renewal fees where warranted.
- D. Automatic Expiration of Permits – Every permit issued by the building official under the provisions of this ~~C~~chapter shall automatically expire and become null and void if the building or work authorized by the permit is:
1. Not commenced within 180 days from the date of the permit; or
  2. Suspended or abandoned for a period of 180 days at any time after the work is commenced, or
  3. ~~Not~~ subject to inspection approval for a period of 180 days at any time after the work is commenced.
- E. Extensions on Unexpired Permits – Any permittee holding an unexpired permit may apply for an extension of the time within which to commence work under that permit when the permittee is unable to commence work within the time originally required for good reason. The building official may extend the time for action by the permittee for a period not exceeding 180 days if:
1. The permittee requests an extension in writing; and
  2. The permittee shows that circumstances beyond permittee’s control have impeded progress under the permit.
  4. The unexpired permit remains consistent with the relevant provisions of this Chapter in effect on the date the request for a time extension is submitted.
  3. ~~No application shall be extended more than once.~~
- F. Timelines for Permits Issued to Resolve Violations – In those instances where a permit is issued to resolve a violation, the building official may specify the length of time an issued permit may remain valid and he/she/they may establish specific timelines for compliance of approval of the permit.
- G. Pre-Conditions to Resuming Work on Expired Permit – Before resuming work under an expired permit, an existing permit must be renewed where appropriate or a new permit must be obtained if directed to do so by the bBuilding oOfficial, and an additional fee remitted. The fee will determined under the following guidelines:
1. If no changes have been made or will be made in the original plans and specifications for the work to be resumed; and the suspension or abandonment of work under the permit has not exceeded ~~one year~~six months, then ~~the no~~ fee will be ~~one half the amount required for a new permit for such work required to renew the permit~~; or
  2. If there have been or will be changes to the original plans and specifications for the work to be resumed, or the suspension or abandonment of work under the permit has exceeded ~~one year~~ six months but has not exceeded one year, then the permittee shall pay a new one half the amount of the full permit fee, plus additional plan review fees assessed at the County’s currently hourly rate where applicable.
  3. If ~~the~~ the suspension or abandonment of work under the permit has exceeded one year, then the permittee shall pay an amount equivalent to the full permit fee, plus additional plan review fees assessed at the County’s current hourly rate where applicable.
  - 2.4. The building official shall have authority to modify renewal fees where

warranted.

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.280 Work Without A Permit; Investigation Fees

Whenever any work for which a permit is required by this chapter has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, may be collected whether or not a permit is ever issued. The investigation fee shall be ~~equal to the amount of the permit fee based on the actual cost of the investigation or the average cost of such investigations per ORS 455.058, but not less than the amount specified in Appendices A&B of the Clackamas County Code.~~ The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this chapter nor from any penalty prescribed by law.

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.290 Transferability

With the permission of the building official a permit issued ~~and paid for to one~~ by a person or firm may be transferred to another person or firm to perform any work thereunder.

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.300 Suspension; Revocation

The building official may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information supplied, or in violation of any ordinance or regulation of any of the provisions of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

### 9.02.310 Inspections

It shall be the duty of the permit holder or his/her/their agent to request all necessary inspections in a timely manner and according to the policies of Clackamas County, provide access to the site, and provide all necessary equipment to make inspections as determined by the building official. The permit holder shall not proceed with ~~the building~~ construction until authorized by the building official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permit holder to remove or replace any material required for proper inspection shall be the responsibility of the permit holder or his/her/their agent. Failure to request inspections shall result in expiration of the permit as per Section 9.02.270. The county has no obligation, responsibility, or liability to follow up on permits for which necessary inspections have not been requested or which are at risk of expiration under Section 9.02.270. The ~~permitee~~permittee shall bear all such responsibility and liability.

~~Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted or otherwise made available a permit card, an inspection record card that will allow the building official to conveniently notate required entries regarding inspection of the work, or other means of identifying the permit number authorizing the work as determined or provided by the building official. Regardless of the type of card or notice provided, this . This card or notice shall be maintained by the permit holder and kept available until final approval has been granted by the building official [BN14][BC15][BC16].~~

Any person to whom a permit is issued shall be liable for any loss, damage, or injury caused or arising from the permittee's negligence, as well as for any breach of the building codes or regulations, to the person suffering such loss, damage, or injury. The permittee shall indemnify, defend and hold harmless the

County and its officers, employees and agents from any and all claims, demands, actions and suits (including all attorney fees and costs, through trial and on appeal) arising from the permittee's negligence, as well as for any breach of the building codes or regulations to the person suffering such loss, damage or injury.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.320 Fees**

Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Clackamas County Board of Commissioners deem reasonable shall be as set from time to time by order of the Clackamas County Board of Commissioners.

The building official may authorize refunds of fees when the guidelines of the applicable refund policy so authorize.

The determination of value or valuation under any provisions of this chapter shall be made by the building official. The value to be used in computing building permit and plan review fees shall be the total value of all construction work associated with the permit, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. Valuations shall be determined as specified in OAR 918-050-0100. The building official may modify the valuation of any building or structure where warranted.

Enforcement fees are in addition to and not in lieu of civil penalties that may be imposed by a Compliance Hearings Officer or court. Enforcement fees shall be used to defray the costs of enforcement of the provisions of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.330 Violations And Enforcement**

All persons shall comply with this chapter in the location, construction, maintenance, repair, alteration, or use of ~~b~~buildings, structures, installations or on-site sewage disposal systems or facilities within Clackamas County.

A violation of this Cchapter exists whenever a building, structure, installation, on-site sewage disposal system or sewage disposal facility, or grading is, or is proposed to be, located, constructed, maintained, repaired, altered, or used contrary to the requirements of this Cchapter. Each day that a violation exists is considered to be a separate offense.

A violation of this Cchapter is a public nuisance, and continues to be a public nuisance until the offending building, structure, installation, system, facility or use is brought into compliance with this Cchapter.

The County may, in addition to the other remedies provided by law, institute injunction, mandamus, abatement or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate, or remove violations of this Cchapter. The County may also enforce this chapter through the provisions of the Clackamas County Compliance Hearing Officer Ordinance.

[Codified by Ord. 05-2000, 7/13/00]

### **9.02.340 Prioritization Of Violations For Enforcement**

The building official is charged with administration, implementation and enforcement of the State Building Code and this Cchapter. ~~His/her~~The Building Official~~building official's~~ duties include the duty to oversee plan reviews and building inspections required under the State Building Code and this chapter, and the duty to supervise continuing enforcement when violations are identified. Since the Building Code Division has limited financial resources, the building official must exercise ~~his/her~~their inherent discretion to ensure that

sufficient funds are available to deal with the most important public policy matters that come before [him/her/them](#).

The top priority for Division resources is the processing of plans and permits properly applied for under the Codes. Although the Division must also address Code violations, violations vary greatly in severity, with some violations having a negligible impact on the public interest and others having a potentially great impact on the public interest. For this reason, the Board of County Commissioners has determined that the building official may prioritize violations for enforcement action without unduly compromising public policy. The Board of County Commissioners believes that this prioritization of violations for enforcement will result in the most effective and efficient re-allocation of Building Division resources.  
[Codified by Ord. 05-2000, 7/13/00]



## Chapter 9.03

### 9.03 EXCAVATION AND GRADING

#### 9.03.010 Purpose

The purpose of this chapter is to safeguard life, limb, property and the public welfare by regulating grading on private property.  
[Codified by Ord. 05-2000, 7/13/00]

#### 9.03.020 Scope

This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction. All excavation, grading and earthwork construction, including fills and embankments, shall be performed in accordance with Appendix J of the Oregon Structural Specialty Code (OSSC), modified as follows:

- A. OSSC Section J104.1: Submittal requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill, and provide a quantity calculation and/or methodology.
- B. OSSC Section J104.2: Site Plan Requirements. In addition to the provisions of Section 107, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code. Cross section drawing(s) shall be provided and shall be of sufficient quality and detail to accurately represent the proposed work, and that it conforms to the requirements of this code.

[Codified by Ord. 05-2000, 7/13/00]

#### 9.03.030 Permits Required; Exceptions

No person shall do any excavation, grading or earthwork construction ~~grading~~ without first having obtained a ~~grading~~ permit from the ~~Building Codes Division Manager~~ Clackamas County Building Official or his/her designee. ~~In Appropriate instances, the Building Codes Division Manager may, upon showing by the applicant that one of the following categories applies, allow an exception to this chapter.~~ The following activities shall be exempt from this Chapter:

- ~~C. Grading in an isolated, self-contained area if there is no danger apparent to private or public property or drainage ways and is not in the flood fringe, floodway or flood hazard sub-classification as defined by the Clackamas County Zoning and Development Ordinance and which is designated Rural or Natural Resource by the Clackamas County Comprehensive Plan;~~
- ~~D. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit; this shall~~

- not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than 5 feet after the completion of such structure;
- ~~E. Cemetery Graves;~~
  - ~~F. Refuse disposal sites controlled by other regulations;~~
  - ~~G. Excavations for wells or tunnels or utilities;~~
  - ~~H. Mining, quarrying, excavating processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property;~~
  - ~~I. Exploratory excavations under the direction of soil engineers or engineering geologists;~~
  - ~~J. An excavation which
    - ~~11. is less than 2 feet in depth, or~~
    - ~~12. which does not create a cut in slope greater than 5 feet in height and steeper than one and one half horizontal to one vertical; or,~~~~
  - ~~C. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than five horizontal to one vertical, or less than 3 feet in depth, not intended to support structures, which does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course. Farm grading, as defined in ORS 30.936. All farm grading shall be done in accordance with ORS 455.315; and~~
- M.D. Grading performed as part of stream or habitat improvements, including turtle nests and log jams.

[Codified by Ord. 05-2000, 7/13/00]

### **9.03.040 — Hazards**

~~Whenever the Building Codes Division Manager determines that any existing excavation, embankment, or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Building Codes Division Manager, shall within the period specified therein repair or eliminate such excavation or embankment so as to eliminate the hazard and be in conformance with the requirements of this chapter.~~

~~[Codified by Ord. 05-2000, 7/13/00]~~

### **9.03.090 — Definitions**

~~For the purposes of this chapter, the definitions listed hereunder shall be construed as specified in this section:~~

- ~~M. APPROVAL is the proposed work or completed work conforms to this chapter in the opinion of the Building Codes Division Manager.~~
- ~~M. AS GRADED is the surface conditions extent on completion of grading.~~
- ~~M. BEDROCK is in place solid rock.~~
- ~~M. BENCH is a relatively level step excavated into earth material on which fill is to be placed.~~
- ~~M. BORROW is earth material acquired from an off-site location for use in grading on a site.~~

- ~~Q. CIVIL ENGINEER shall mean a professional engineer registered in the state to practice in the field of civil works.~~
- ~~R. CIVIL ENGINEERING shall mean the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind.~~
- ~~S. COMPACTION is the densification of a fill by mechanical means.~~
- ~~T. EARTH MATERIAL is sand, rock, natural soil or fill and/or any combination thereof.~~
- ~~U. ENGINEERING GEOLOGIST shall mean a geologist experienced and knowledgeable in engineering geology.~~
- ~~V. EROSION is the wearing away of the ground surface as a result of the movement of wind, water, and/or ice.~~
- ~~W. EXCAVATION is the mechanical removal of earth material.~~
- ~~X. FILL is a deposit of earth material placed by artificial means.~~
- ~~Y. GRADE shall mean the vertical location of the ground surface.~~
- ~~Z. EXISTING GRADE is the grade prior to grading.~~
- ~~AA. ROUGH GRADE is the stage at which the grade approximately conforms to the approved plan.~~
- ~~BB. FINISH GRADE is the final grade of the site which conforms to the approved plan.~~
- ~~CC. GRADING is any excavating or filling or combination thereof.~~
- ~~DD. KEY is a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.~~
- ~~EE. SITE is any lot or parcel of land or contiguous combination thereof, under the same ownership where grading is performed or permitted.~~
- ~~FF. SLOPE is an inclined ground surface the inclination of which is expressed as a ratio of horizontal distance to vertical distance.~~
- ~~GG. SOIL is naturally occurring superficial deposits overlying bedrock.~~
- ~~HH. SOILS ENGINEER (Geotechnical Engineer) shall mean a civil engineer experienced and knowledgeable in the practice of soils engineering (geotechnical engineering)~~
- ~~H. SOILS ENGINEERING (geotechnical engineering) shall mean the application of the principles of soil mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection and testing of the construction thereof.~~
- ~~JJ. TERRACE is a relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.~~
- ~~{Codified by Ord. 05-2000, 7/13/00}~~

**9.03.390 — Grading Permit Requirement**

- ~~M. Permits Required. Except as exempted in 9.03.030 A through I of this chapter, no person shall do any grading without first obtaining a grading permit from the Building Codes Division Manager. A separate permit shall be required for each site, and may cover both excavations and fills~~

- ~~M. Application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the chapter enforcement agency for that purpose. Every such application shall:~~
- ~~0. Identify and describe the work to be covered by the permit for which application is made;~~
  - ~~0. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work;~~
  - ~~0. Indicate the use or occupancy for which the proposed work is intended;~~
  - ~~0. Be accompanied by plans, diagrams, computations, specifications and other data;~~
  - ~~0. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building;~~
  - ~~0. Be signed by the permittee, or his authorized agent; and~~
  - ~~0. Give such other data and information as may be required by the Building Codes Division Manager.~~
- ~~M. Plans and Specification. When required by the Building Codes Division Manager, each application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soil engineering report and/or engineering geology report. When required by the Building Codes Division Manager, the plans and specifications shall be prepared and signed by a civil engineer.~~
- ~~M. Information on Plans and in Specifications. Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this chapter and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give the location of the work and the name and address of the owner and the person by whom they were prepared. The plans shall include the following information:~~
- ~~0. General vicinity of the proposed site;~~
  - ~~0. Property limits and accurate contours of existing ground and details of terrain and area drainage;~~
  - ~~0. Limiting dimensions, elevations or finish contours to be achieved by the grading and proposed drainage channels and related construction;~~
  - ~~0. Detailed plans of all surface and subsurface drainage device, wall, cribbing, dams and other protective devices to constructed with, or as a part of, the proposed work together with a map showing the drainage area and the estimated runoff of the area served by any drains; and~~
  - ~~0. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within 15 feet of the property or which may be affected by the proposed grading operations.~~
  - ~~0. Specifications shall contain information covering construction and material requirements.~~
- ~~M. Soil Engineering Report. The soil engineering report required by Subsection C shall include data regarding the nature, distribution and strength of existing soils,~~

- conclusions and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and opinions and recommendations covering adequacy of sites to be developed by the proposed grading including the stability of slopes. Recommendations included in the report and approved by the Building Codes Division Manager shall be incorporated in the grading plans or specifications.
- ~~M. Engineering Geology Report. The engineering geology report required by Subsection C shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinions and recommendations covering the adequacy of sites to be developed by the proposed grading. Recommendations included in the report and approved by the Building Codes Division Manager shall be incorporated in the grading plans or specifications.~~
- ~~M. Issuance. The application, plans, specifications, computations and other data filed by an applicant for permit shall be reviewed by the Building Codes Division Manager. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Codes Division Manager finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and other pertinent laws and ordinances, and that the fees specified in Appendix A "A500 Building" have been paid, he shall issue a permit therefore to the applicant.~~
- ~~0. In the review of the application, the Building Codes Division Manager may attach conditions of approval which in his opinion are necessary to comply with the purpose and requirements of this chapter and other pertinent laws and ordinances.~~
- ~~0. When the Building Codes Division Manager issues the permit where plans are required, he/she shall endorse in writing or stamp the plans and specifications "REVIEWED." Such reviewed plans and specifications shall not be changed, modified or altered without authorizations from the Building Codes Division Manager, and work shall be done in accordance with the reviewed plans.~~
- ~~M. Retention of Plans. One set of approved plans, specifications and computations shall be retained by the Building Codes Division Manager for a period of not less than 90 days from date of completion of the work covered therein; and one set of reviewed plans and specifications shall be returned to applicant, and said set shall be kept on the site of the work at all times during which the work authorized thereby is in progress.~~
- ~~M. Validity of Permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter or of any other codes or ordinances of the jurisdiction. No permit presuming to give authority to violate or cancel the provisions of this chapter shall be valid.~~
- ~~M. The issuance of a permit based upon plans, specifications, and other data shall not prevent the Building Codes Division Manager from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing~~

- ~~building operations being carried on thereunder when in violation of this chapter or any other codes or ordinances of this jurisdiction.~~
- ~~NNN. Expiration. Every permit issued by the Building Codes Division Manager, under the provisions of this chapter shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 180 days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.~~
- ~~OOO. Any permittee holding an unexpired permit may apply for an extension of the time within which he may commence work under that permit when he is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Codes Division Manager may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.~~
- ~~PPP. Suspension or Revocation. The Building Codes Division Manager may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any code or ordinance or regulation or any of the provisions of this chapter.~~
- ~~[Codified by Ord. 05-2000, 7/13/00]~~

#### **9.03.7109.03.040 Fees**

Fees are as set forth in Appendix A, "A500. Building".  
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

#### **9.03.7209.03.050 Bonds**

- ~~N.E.~~ N.E. The ~~Building Codes Division Manager~~Clackamas County Building Official may require bonds in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.
- ~~O.F.~~ O.F. In lieu of surety bond the applicant may file a cash bond or instrument of credit with the ~~Clackamas County Building Codes Division Manager~~Clackamas County Building Official in an amount equal to that which would be required in the surety bond.
- [Codified by Ord. 05-2000, 7/13/00]

#### **9.03.730 Cuts**

~~P. — General. Unless otherwise recommended in the approved soil engineering and/or engineering geology report, cuts shall conform to the provisions of this section. In the absence of an approved soils engineering report these provisions may be waived for minor fills not intended to support structures.~~

~~Q. — Slope. The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no steeper than two horizontal to one vertical and unless the owner furnished a soils engineering or an engineering geology report, or both, stating that the site has been investigated and giving an opinion that a cut of a steeper slope will be stable and not create a hazard to public or private property.~~

~~R. — Drainage and Terracing. Drainage and terracing shall be provided as required by 9.03.120.~~

~~[Codified by Ord. 05-2000, 7/13/00]~~

### ~~9.03.740 — Fills~~

~~S. — General:~~

~~1. — Unless otherwise recommended in the approved soil engineering report, fills shall conform to the provisions of this section.~~

~~2. — In the absence of an approved soil engineering report these provisions may be waived for minor fills not intended to support structures.~~

~~T. — Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two to one.~~

~~U. — Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation, non-complying fill, top soil and other unsuitable materials scarifying to provide a bond with the new fill, and where slopes are steeper than five to one, and height is greater than 5 feet, by benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than five to one shall be at least 10 feet wide. The area beyond the toe of the fill shall be sloped for sheet overflow or a paved drain shall be provided. When fill is to be placed over a cut, the bench under the toe of fill shall be at least 10 feet wide but the cut shall be made before placing the fill and approved by the Soils engineer and engineering geologist as a suitable foundation for fill.~~

~~V. — Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Fill material is not solid waste as defined in ORS 459 or hazardous waste as defined in ORS 466. Except as Permitted by the Building Codes Division Manager, no rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in fills.~~

~~W. — EXCEPTION: The Building Codes Division Manager may permit placement of larger rock when the soils engineer properly devises a method of placement, continuously inspects its placement and approves the fill stability. The following conditions shall also apply:~~

~~1. — Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan;~~

~~2. — Rock sizes greater than 12 inches in maximum dimension shall be 10 feet or more below grade, measured vertically; and~~

3. — Rocks shall be placed so as to assure filling of all voids with fines.
- X. — ~~Compaction. All fills shall be compacted to a minimum 90 percent of maximum density as determined by American Society for Testing and Materials (ASTM) Test D1557-78 Method A. Field density shall be determined in accordance with Test (ASTM) D1556-82 or equivalent as approved by the Building Codes Division Manager.~~
- Y. — ~~Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than two horizontal to one vertical.~~
- Z. — ~~Drainage and Terracing. Drainage and terracing shall be provided and the area above fill slopes and the surfaces of terraces shall be graded and paved as required by 9.03.120.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.03.750 — Setbacks**

- AA. — ~~General. Cut and fill slopes shall be set back from site boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the site boundary. Setback dimensions shall be as shown in Figure No.1 and No. 2.~~
- BB. — ~~Top of Cut Slope. The top of cut slopes shall be made not nearer to a site boundary line than one fifth of the vertical height of cut with a minimum of 2 feet and a maximum of 10 feet. The setback may need to be increased for any required interceptor drains.~~
- CC. — ~~Toe of Fill Slope. The toe of fill slope shall be made not nearer to the site boundary line than one half of the height of the slope, with a minimum of 2 feet and a maximum of 20 feet. Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the Building Codes Division Manager deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:~~
1. — ~~Additional setbacks.~~
  2. — ~~Provision for retaining or slough walls~~
  3. — ~~Mechanical or chemical treatment of the fill slope surface to minimize erosion.~~
  4. — ~~Provisions for the control of surface waters.~~
- DD. — ~~Modification of Slope Location. The Building Codes Division Manager may approve alternate setbacks. The Building Codes Division Manager may require an investigation and recommendation by a qualified engineer or engineering geologist to demonstrate that the intent of this section has been satisfied.~~

[Codified by Ord. 05-2000, 7/13/00]

### **9.03.760 — Drainage and Terracing**

- EE. — ~~General. Unless otherwise indicated on the approved grading Plan, drainage facilities and terracing shall conform to the provision of this section for cut or fill slopes steeper than three (3) horizontal to one (1) vertical.~~



- ~~FF. — Terrace. Terraces at least 6 feet in width shall be established at not more than 30-foot vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 60 feet and up to 120 feet in vertical height, one terrace at approximately mid height shall be 12 feet in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet in height shall be designed by the civil engineer and approved by the Building Codes Division Manager. Suitable access shall be provided to permit proper cleaning and maintenance.~~
- ~~1. — Swales or ditched on terraces shall have a minimum gradient of 5 percent and must be paved with reinforced concrete not less than 3 inches in thickness or an approved equal paving. They shall have a minimum depth at the deepest point of 1 foot and a minimum paved width of 5 feet.~~
  - ~~2. — A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (projected) without discharging into a down drain.~~
- ~~GG. — Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.~~
- ~~HH. — Disposal. All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the Building Codes Division Manager and/or other appropriate jurisdiction as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices.~~
- ~~H. — Building pads shall have a drainage gradient of 2 percent toward approved drainage facilities, unless waived by the Building Codes Division Manager.~~
- ~~JJ. — EXCEPTION: The gradient from the building pad may be 1 percent if all of the following conditions exist through the permit area:~~
- ~~1. — No proposed fills are greater than 10 feet in maximum depth;~~
  - ~~2. — No proposed finish cut or fill slope faces have a vertical height in excess of 10 feet; and~~
  - ~~3. — No existing slope faces, which have a slope face steeper than 10 horizontally to 1 foot vertically, have a vertical height in excess of 10 feet.~~
- ~~KK. — Interceptor Drains. Paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes towards the cut and has a drainage path greater than 40 feet measured horizontally. Interceptor drains shall be paved with a minimum of 3 inches of concrete or gunite and reinforced. They shall have a minimum depth of 12 inches and minimum paved width of 30 inches measured horizontally across the drain. The slope of drain shall be approved by the Building Codes Division Manager.~~

~~{Codified by Ord. 05-2000, 7/13/00}~~

**9.03.770 — Erosion Control**

- ~~LL. — Slopes. The faces of cut and fill slopes shall be prepared and maintained to control against erosion. This control may consist of effective planting. The protection for the slopes shall be installed as soon as practicable and prior to~~

calling for final approval. Where cut slopes are not subject to erosion due to the erosion resistant character of the materials, such protection may be omitted.

~~MM. Other Devices. Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.~~  
[Codified by Ord. 05-2000, 7/13/00]

### **9.03.780 — Grading Inspection**

~~NN. General.~~

- ~~1. All grading operations for which a permit is required shall be subject to inspection by the Building Codes Division. When required by the Building Codes Division Manager, special inspection of grading operations and special testing shall be performed in accordance with the provisions of 9.03.140 C.~~
- ~~2. A survey of the lot may be required by the Building Codes Division Manager to verify that the site is in accordance with the approved plans. It shall be the duty of the permit applicant to cause the work to be accessible and exposed for inspection purposes. Neither the Building Codes Division Manager nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.~~

~~OO. Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Building Codes Division Manager that such work is ready for inspection. The Building Codes Division Manager may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Building Codes Division Manager.~~

~~PP. Required Inspections.~~

- ~~1. Pre-inspection. After all organic material or other deleterious material has been removed from the site and before any fill material is placed on site.~~
- ~~2. Final Inspection. To be made after all finish grading is completed and all conditions of approval have been satisfied~~

~~QQ. Grading Designation. All grading in excess of 5000 cubic yards shall be performed in accordance with the approved grading plan prepared by a civil engineer, and shall be designated as "engineering grading." Grading, involving less than 5000 cubic yards shall be designated "regular grading" unless the permittee, with the approval of the Building Codes Division Manager, chooses to have the grading performed as "engineered grading."~~

~~RR. Engineered Grading Requirements. For engineering grading, it shall be the responsibility of the civil engineer who prepares the approved grading plan to incorporate all recommendations from the soil engineering and engineering geology reports into the grading plan. He also shall be responsible for the professional inspection and approval of the grading within his area of technical specialty. This responsibility shall include, but need not be limited to, inspection and approval as to the establishment of line, grade and drainage of the development area. The civil engineer shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor~~

- ~~and the Building Codes Division Manager. The civil engineer also shall be responsible for the preparation of revised plans and the submission of as graded grading plans upon completion of the work. The grading contractor shall submit in a form prescribed by the Building Codes Division Manager a statement of compliance to said as built plan.~~
- ~~1. Soil engineering and engineering geology reports shall be required as specified in Section 9.03.030. During grading all necessary reports, compaction data and soil engineering and engineering geology recommendations shall be submitted to the civil engineer and the Building Codes Division Manager by the soils engineer and the engineering geologist.~~
  - ~~2. The soils engineer's area of responsibility shall include, but need not be limited to the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finish slopes and the design of buttress fills, where required, incorporating data supplied by the engineering geologist.~~
  - ~~3. The engineering geologist's area of responsibility shall include, but need not be limited to, professional inspection and approval of the adequacy of natural ground for receiving fills and the stability of cut slopes with respect to geological matters and the need for sub-drains or other ground water drainage devices. He shall report his findings to the soils engineer and the civil engineer for engineering analysis.~~
  - ~~4. The Building Codes Division Manager shall inspect the project at the various stages of the work requiring approval to determine that adequate control is being exercised by the professional consultants.~~
- ~~SS. Regular Grading Requirements.~~
- ~~1. The Building Codes Division Manager may require inspection and testing by an approved testing agency.~~
  - ~~2. The testing agency's responsibility shall include, but need not be limited to, approval concerning the inspection of cleared areas and benches to receive fill, and the compaction of fills.~~
  - ~~3. When the Building Codes Division Manager has cause to believe that geologic factors may be involved, the grading operation will be required to conform to "engineering grading" requirements.~~
- ~~TT. Notification Of Noncompliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soils engineer, the engineering geologist or the testing agency finds that the work is not being done in conformance with this ordinance or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the Building Codes Division Manager. Recommendations for corrective measures, if necessary, shall be submitted.~~
- ~~UU. Transfer of Responsibility for Approval. If the civil engineer, the soils engineer, the engineering geologist or the testing agency of record is changed during the course of the work, the work shall be stopped until the replacement has agreed to accept the responsibility within the area of their technical competence for approval upon completion of the work.~~

[Codified by Ord. 05-2000, 7/13/00]

**9.03.790 — Completion of Work**

~~VV. — Final Reports. Upon completion of the rough grading work and at the final completion of the work the Building Codes Division Manager may require the following reports and drawings and supplements thereto:~~

- ~~1. — An as graded grading plan prepared by the civil engineer including original ground surface elevations, as graded ground surface elevations, lot drainage patterns and locations and elevations of all surface and subsurface drainage facilities. He/she shall state that to the best of his knowledge the work was done in accordance with the final approved grading plan;~~
- ~~2. — A soils grading report prepared by the soils engineer including locations and elevation of field density tests, summaries of field and laboratory tests and other substantiating data and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. He/she shall render a finding as to the adequacy of the site for the intended use; and~~
- ~~3. — A geologic grading report prepared by the engineering geologist including a final description of the geology of the site and any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan; He/she shall render a finding as to the adequacy of the site for the intended use as affected by geologic factors.~~

~~WW. — Notification of Completion. The permittee or his/her agent shall notify the Building Codes Division Manager when the grading operation is ready for final inspection. Final approval shall not be given until all work including installation of all drainage facilities and their protective devices and all erosion control measures have been completed in accordance with the final approved grading plan and the required reports have been submitted.~~

[Codified by Ord. 05-2000, 7/13/00]

**9.03.800 — Powers and Duties of Building Codes Division Manager**

~~XX. — General. The Building Codes Division Manager is hereby authorized and directed to enforce all the provisions of this ordinance. For such purposes he/she shall have the powers of a law enforcement officer.~~

~~YY. — Deputies. The Building Codes Division Manager may appoint technical officers, deputies, agents, inspectors and other employees, and may authorize and empower them to act, enforce and carry out the functions, terms and provisions of this ordinance.~~

~~ZZ. — Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the Building Codes Division Manager or his/her authorized representative has reasonable cause to believe that there exists upon any premises any condition or violation which makes such premises unsafe, dangerous or hazardous, the Building Codes Division Manager or his/her~~

~~deputies, or other employees, agents or authorized representative may enter such premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Codes Division Manager by this chapter, provided that if such premises be occupied, he/she shall first present proper credentials and request entry; and if such premises be unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of the premises and request entry. If such entry is refused, The Building Codes Division Manager or his/her deputies, or other employees, agents or authorized representative shall have recourse to every remedy provided by law to secure entry.~~

~~AAA. Stop Orders. Whenever any work is being done contrary to the provisions of this chapter, the Building Codes Division Manager or his/her authorized representative may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Building Codes Division Manager to proceed with the work.~~

~~BBB. Liability~~

~~1. The Building Codes Division Manager, or his/her deputies, or other employees, agents or authorized representative charged with the enforcement of this chapter, acting in good faith and without malice in the discharge of his/her duties, shall not thereby render him/herself personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his/her duties. Any suit brought against the Building Codes Division Manager or employee because of such act or omission performed by him/her in the enforcement of any provision of such chapters shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.~~

~~2. This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the chapter enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this chapter or any certificates of inspection issued under this chapter.~~

~~Cooperation of Other Officials and Officers. The Building Codes Division Manager may request, and shall receive so far as is required in the discharge of his duties, the assistance and cooperation of other officials of this jurisdiction.~~

~~{Codified by Ord. 05-2000, 7/13/00}~~

### **~~9.03.810 — Violation Constitutes Nuisance; Abatement Remedies~~**

~~CCC. General. Any violation of any term or provision of this chapter is hereby deemed to constitute a public nuisance. In addition to any other remedies or actions provided for under the terms and provisions of this chapter, or by law, violation of this chapter may be abated by a civil action filed by Clackamas County Counsel~~

~~in Circuit Court in the name of the County against any violator, including the property owner or occupier.~~

~~DDD. Remedies. Procedure for remedy of said violation shall be:~~

- ~~1. Issuance of Warnings—The Building Codes Division Manager or his deputy may issue a warning notice of an alleged violation: if issued, such warning notice shall give a brief description of the violation alleged to exist, and shall be deemed to be served upon the person accused of the offense when sent by certified mail to the address of the violation or to the address of the owner of the property as shown on the Clackamas County Assessor's ownership records;~~
- ~~2. The warning notice shall further contain the name of the County Department to contact regarding the violation, the name of the person issuing the warning notice, the date the warning was issued and a statement that failure to correct the alleged violation or to contact the appropriate County Department may result in civil proceedings being filed to abate the nuisance;~~
- ~~3. If the alleged violation has not been corrected within ten(10) days after service of the warning notice as set forth above, the County may institute injunction, mandamus, abatement or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate or remove the alleged violation; and~~
- ~~4. Emergencies—In the event that the Building Codes Division determines that an immediate threat exists to the public health, safety or welfare, the ten (10) day notice period may be waived and immediate action to resolve the alleged violation may be taken.~~

~~EEE. Penalties. Any person who violates this chapter shall be subject to a civil penalty in an amount set by County Code Chapter 2.07 as determined by the Compliance Hearings Officer.~~

~~FFF. The aforesaid monetary penalties are in addition to any other remedies provided by law.~~

~~[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]~~



**OFFICE OF COUNTY COUNSEL**

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

December 12, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

First Reading of an Ordinance Amending County Code  
Chapter 2.07, Compliance Hearings Officer

**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

<b>Purpose/Outcomes</b>	To amend County Code Chapter 2.07, to change the process for delivery of Citations and the Notice of Hearing to reduce costs and provide consistency in the process.
<b>Dollar Amount and Fiscal Impact</b>	Cost savings of approximately \$2,400 annually.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Indefinite until amended
<b>Previous Board Action</b>	Chapter 2.07 was last amended in 2003. The matter was presented at Issues on December 3, 2019.
<b>Strategic Plan Alignment</b>	Build Public Trust through Good Government
<b>Contact Person</b>	Jeffrey D. Munns, Assistant County Counsel x 5984

**Background:**

The Clackamas County Compliance Hearings Officer issues Orders in code enforcement matters. Code enforcement matters are typically addressed and attempted to be resolved by working with a property owner or tenant to comply with the County Code voluntarily. If the owner or tenant does not address the violations on their property the code enforcement process is initiated by the issuance of a Citation. If the owner or tenant, known as a Respondent, continues to be in violation, Clackamas County Code Enforcement will take the matter before the Compliance Hearings Officer. The Respondent may also request a hearing to challenge the Citation. For Clackamas County to initiate the hearing a Notice of Hearing is sent to the Respondent.

The proposed County Code changes concern how the Citation and the Notice of Hearing are delivered to a Respondent. The present Code requires that the Citation be sent via Certified Mail, and the Notice of Hearing be sent Registered Mail. Although these two methods are similar they are not the same. This leads to confusion, errors, and increased costs associated with mailing these important documents to Respondents. Further, approximately 80% of these

items mailed using Certified or Registered mail are not claimed or refused by the recipients. For a number of years the Code Enforcement Division has been mailing copies of the required Citations and Hearing Notices to Respondents via First Class Mail to ensure that they are received. These are infrequently returned due to problems such as, no mail receptacle, inability of the USPS to forward, etc.

Also, Certified Mail and Registered Mail are much more expensive than First Class Mail. A typical Certified Mail article that is to deliver a Citation will cost \$6.80 compared to a regular letter for \$0.55. Registered Mail is even more costly as the Hearings Notices a mailed with all documents for the hearing. A typical Hearing Notice mailed with Registered Mail costs over \$25.00, and a copy sent by First Class Mail only requires postage of about \$6.00. This will also result in a significant time savings for staff by eliminating the need to go to the post office for these mailings.

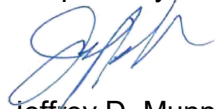
The Code Changes also incorporate methods of serving Respondents should mailing be ineffective. The option to personally serve the Respondent has been retained and then an option to post the Citation or Notice of Hearing has been added. This new method uses the same language as found in statutes concerning posting notices to terminate tenancies or to initiate evictions. This will be a familiar for process servers to complete and the due process for Respondents has already been tested in the courts in the context of eviction cases.

The changes incorporated into the revisions to these two sections are intended to reduce cost, simplify and make more consistent the service of these materials, and ensure that Respondents receive Citations and Hearings Notices.

**Recommendation:**

Staff respectfully recommends that the Board hold a Public Hearing for the first reading of the attached ordinance.

Respectfully submitted,



Jeffrey D. Munns  
Assistant County Counsel



ORDINANCE NO. \_\_\_\_\_

**An Ordinance Amending  
Clackamas County Code Chapter 2.07, Compliance Hearings Officer**

**Whereas**, Chapter 2.07, Compliance Hearings Officer was adopted in 2000 and amended in 2003; and

**Whereas**, it has become apparent that procedural and substantive changes are necessary to more accurately address the operational needs and requirements of the Compliance Hearings Officer program; and

**Whereas**, to more efficiently deliver notice of Citations and Hearings to Respondents appearing before the Compliance Hearings Officer revisions to sections of Chapter 2.07 are necessary; and,

**Whereas**, it further appearing that this matter came before the Board for public hearing on December 12, 2019 and that a decision of approval was made on January 9, 2020;

**NOW, THEREFORE, THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:**

**Section 1:** Chapter 2.07.030 Process for Enforcement of Code, and 2.07.050 Notice of Hearing, are amended as depicted in Exhibit A, attached hereto and incorporated herein by this reference.

ADOPTED this 9<sup>th</sup> day of January, 2020.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

## Code Sections Showing Changes:

### 2.07.030(D)(3) Process for Enforcement of Code

- (D)... 3. Citations may be served by **first class U.S. Mail**, by personal service on respondent, **or by attaching the citation in a secure manner to the main entrance to that portion of the premises of which the respondent has possession.** ~~Citations may also be served by certified mail, return receipt requested through the United States Postal Service.~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

### 2.07.050 Notice of Hearing

- A. The notice shall contain a statement of the time, date, and place of the hearing. A copy of the Complaint and the Statement of Rights described in Section 2.07.060 shall be attached to the notice. Notice shall be mailed or delivered at least 15 days prior to the hearing date.
- B. ~~The Compliance Hearings Officer~~ **County** shall cause notice of the hearing to be given to the respondent(s) **by:**
- i. ~~either First Class U.S. Mail; or,~~
  - ii. ~~Personally service; or,~~
  - iii. **Attaching the hearing notice in a secure manner to the main entrance to that portion of the premises of which the respondent has possession.**
- ~~or by registered mail with return receipt requested.~~
- C. Notice may be delivered to the property or to the mailing address of the owner of the property as listed on the County tax roll. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail.
- D. ~~The failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this Chapter.~~ **The Compliance Hearings Officer shall disregard technical deficiencies in notice provided the Compliance Hearings Officer finds that the respondent received actual notice in advance of the hearing.**

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

## Code Sections with Changes – Final Form:

### **2.07.030(D)(3) Process for Enforcement of Code**

- (D)... 3. Citations may be served by first class U.S. Mail, by personal service on respondent, or by attaching the citation in a secure manner to the main entrance to that portion of the premises of which the respondent has possession.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

### **2.07.050 Notice of Hearing**

- E. The notice shall contain a statement of the time, date, and place of the hearing. A copy of the Complaint and the Statement of Rights described in Section 2.07.060 shall be attached to the notice. Notice shall be mailed or delivered at least 15 days prior to the hearing date.
- F. The County shall cause notice of the hearing to be given to the respondent(s) by:
- i. First Class U.S. Mail; or,
  - ii. Personal service; or,
  - iii. Attaching the hearing notice in a secure manner to the main entrance to that portion of the premises of which the respondent has possession.
- G. Notice may be delivered to the property or to the mailing address of the owner of the property as listed on the County tax roll. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail.
- H. The Compliance Hearings Officer shall disregard technical deficiencies in notice provided the Compliance Hearings Officer finds that the respondent received actual notice in advance of the hearing.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

December 12, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the  
University of Wyoming, Wyoming Survey & Analysis Center

<b>Purpose/Outcome</b>	Wyoming Survey and Analysis Center (WYSAC) will be responsible for collecting, recording, managing, analyzing, and reporting data for the Strategic Prevention Framework – Partnerships For Success program. WYSAC will collect and analyze data for performance measures that include youth substance use, youth perception of harm, perception of peer substance use, school engagement/attachment, substance use in local parks, as well as community involvement in addressing youth substance use. Focus is on youth aged 9-20 in the rural areas of Sandy and Estacada.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$195,000 No County General Funds are involved.
<b>Funding Source</b>	Substance Abuse & Mental Health Services Administration Catalogue of Federal Domestic Assistance (CFDA) #93-243
<b>Duration</b>	October 1, 2019 through September 29, 2024
<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: November 26, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 9566

**BACKGROUND:**

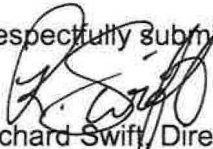
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the University of Wyoming, Wyoming Survey & Analysis Center to collect and analyze data for performance measures and reporting for the Strategic Prevention Framework (SPF) – Partnerships for Success (PFS) program in Sandy and Estacada. SPF-PFS works to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level.

This Intergovernmental Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on September 29, 2024. This Agreement has a maximum value of \$195,000 and no county funds are involved.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the printed name below.

Richard Swift, Director  
Health, Housing & Human Services

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS  
COUNTY CHILDREN, FAMILY AND COMMUNITY CONNECTIONS AND  
UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS  
CENTER**

1. **Parties.** The parties to this Agreement are the Clackamas County Children, Family and Community Connections ("Client"), whose address is 150 Beaver Creek Rd., Suite #305, Oregon City, OR 97045, and the University of Wyoming ("University"), Wyoming Survey & Analysis Center ("WYSAC"), whose address is Dept. 3925, 1000 E. University Ave., Laramie, WY 82071.
2. **Purpose of Agreement.** The purpose of this Agreement is to establish the terms under which WYSAC will evaluate the Clackamas County Partnerships for Success (PFS) 2019 Grant.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it and all required approvals have been granted ("Effective Date"). The term of this Agreement is 10/1/2019 through 9/30/2024.
4. **Responsibilities of the Parties.** The responsibilities of both parties are described in Attachment A.
5. **Payment.** Client agrees to pay WYSAC a fixed price amount of \$195,000.00 for the services provided.

Payment shall be made quarterly within 30 days after receipt of fixed price quarterly invoice.

6. **Termination of Agreement.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. In the event that the Client decides to cancel the Agreement (other than for cause) after the Agreement has been signed, Client agrees to pay 10% of Agreement amount, or the expenses incurred through the date of termination, whichever is greater. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow 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 performance under this Agreement is prohibited or Client is prohibited from paying for such work from the planned funding source.
7. **Ownership and Copyright.** WYSAC is undertaking this project as a work for hire, and claims no ownership rights or copyright over the resulting data. WYSAC claims copyright over WYSAC written reports. Subject to the terms and conditions set forth in this agreement, WYSAC hereby grants Client a non-exclusive, worldwide, non-transferable license to the written reports related to this Agreement. Except as outlined above, Client shall not use the name, trade name, trademarks, service marks, logos, or any other designation of WYSAC or the University of Wyoming. To the extent permitted by the Oregon or Wyoming Public Records Acts, and other applicable law, nothing in this agreement shall be construed as denying WYSAC's right and obligation to safeguard the confidentiality of all personally identifying information or data obtained as a consequence of the project work. Client grants to WYSAC the right to reference the project, including summary results, in promotional or other materials. Client agrees to acknowledge the assistance of WYSAC in project reports.

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.

- F. **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.
- G. **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.
- H. **No Third-Party Beneficiary.** WYSAC and Client 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.
- I. **Subcontract and Assignment.** WYSAC 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 Client, which shall be granted or denied in the Client's sole discretion. Client's consent to any subcontract shall not relieve WYSAC of any of its duties or obligations under this Agreement.
- J. **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.
- K. **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.
- L. **Time is of the Essence.** WYSAC agrees that time is of the essence in the performance this Agreement.
- M. **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.
- N. **Force Majeure.** Neither WSAC nor Client shall be held responsible for delay or default caused by events outside of the WSAYC or Client'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,

9. **Signatures.** In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The effective date of this Agreement is the date of the signature last affixed to this page.

**THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT:**

Richard Swift, Director, Health, Housing & Human Services, Clackamas  
County

Date

  
Tiffany Comer Cook, Interim Director

University of Wyoming, Wyoming Survey & Analysis Center

11/27/19  
Date



Diana G. Hulme, Associate Vice President for Research  
University of Wyoming, Office of Research & Economic Development

11/27/2019  
Date



December 12, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #05 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

<b>Purpose/Outcomes</b>	Amendment #5 increase PE 12 – PHEP by \$1,651 and PE13-01 TPEP by \$197,940 and increases contract value. This increase is for Emergency Preparedness and Tobacco Prevention and Education.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$199,591. bringing the contract maximum value to \$3,485,400.00.
<b>Funding Source</b>	Funding through the State - No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2021
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3
<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 November 25, 2019
<b>Contact Person</b>	Richard Swift, Interim Public Health Director – (503) 655-8479
<b>Contract No.</b>	9329-05

**BACKGROUND:**

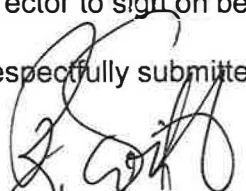
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #05 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #05 increased the Agreement by \$199,591. bringing the maximum contract value to \$3,485,400.

This contract is effective upon signature and continues through June 30, 2021.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing, and Human Services

Agreement #159803



**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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 Fifth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE • SUB-ELEMENT(S)</b>	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB- RECIPIENT (Y/N)</b>
<b>PE 12 Public Health Emergency Preparedness Program (PHEP)</b>	FF	CDC/Public Health Emergency Preparedness ASPR/Healthcare Preparedness Program Ebola Preparedness & Response Activities	93.069 93.817	N	Y

- Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
- LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

**OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

- 5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 7. The parties expressly ratify the Agreement as herein amended.
- 8. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.
- 9. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**10. Signatures.**

By: \_\_\_\_\_  
Name: /for/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: Richard Swift  
Title: Director, Health, Housing and Human Services  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_  
Name: Derrick Clark (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**Attachment A  
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 4	
<b>1) Grantee</b> Name: Clackamas County		<b>2) Issue Date</b> November 05, 2019	<b>This Action</b> AMENDMENT FY 2020	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01	State Support for Public Health	506,554	0	506,554
PE02	Cities Readiness Initiative	37,499	0	37,499
PE07	HIV Prevention Services	128,846	0	128,846
PE12	Public Health Emergency Preparedness and Response (PHEP)	170,273	1,651	171,924
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	94,828	197,940	292,768
PE27-03	PDOP - Gap Funding (OSTR/PDO)	28,497	0	28,497
PE27-04	PDOP Naloxone Project (SOR)	48,753	0	48,753
PE27-05	PDOP Bridge (PDO/SOR)	41,665	0	41,665
PE40-01	WIC NSA: July - September	188,990	0	188,990
PE40-02	WIC NSA: October - June	566,969	0	566,969
PE40-03	BFPC: July - September	17,325	0	17,325
PE40-04	BFPC: October - June	51,975	0	51,975
PE40-05	Farmer's Market	2,699	0	2,699
PE42-03	MCAH Perinatal General Funds & Title XIX	11,060	0	11,060
PE42-04	MCAH Babies First! General Funds	35,342	0	35,342
PE42-06	MCAH General Funds & Title XIX	20,752	0	20,752
PE42-07	MCAH Title V (July-Sept)	29,663	0	29,663
PE42-08	MCAH Title V (Oct-June)	88,988	0	88,988

State of Oregon Oregon Health Authority Public Health Division				Page 2 of 4
<b>1) Grantee</b> Name: Clackamas County		<b>2) Issue Date</b> November 05, 2019	<b>This Action</b> AMENDMENT FY 2020	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	2,283	0	2,283	
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	6,849	0	6,849	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	92,462	0	92,462	
PE43-03 Hepatitis A Outbreak Prevention Project (HOPP)	29,533	0	29,533	
PE43-04 HOPP Incentives (Hepatitis A Outbreak Prevention Project)	1,000	0	1,000	
PE44-01 SBHC Base	300,000	0	300,000	
PE44-02 SBHC - Mental Health Expansion	376,500	0	376,500	
PE46-02 RH Community Participation & Assurance of Access (July - Mar)	0	0	0	
PE46-03 RH Community Participation & Access (State Funds)	41,893	0	41,893	
PE46-04 RH Community Participation & Access Federal Funds (July-Mar)	1,638	0	1,638	
PE50 Safe Drinking Water (SDW) Program (Vendors)	147,475	0	147,475	
PE51-01 LPHA Leadership, Governance and Program Implementation	215,498	0	215,498	
	<b>3,285,809</b>	<b>199,591</b>	<b>3,485,400</b>	
<b>5) Foot Notes:</b>				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 4
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> November 05, 2019	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE43-03 1	Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention.		
PE43-04 1	Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention Incentives.		
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019: Funding for July 1-14, 2019		
PE51-01 1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
<b>6) Comments:</b>			
PE02	7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status		
PE07	Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19.		
PE07	7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minimum of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422		
PE12	11/2019: \$1,651 award increase for scholarship funding for Oregon Prepared or OR-Epi		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)		
PE13-01	11/2019: Amending award total of \$292,768 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.		
PE27-03	Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's.		
PE27-04	9/2019: \$48,753 in SFY20. Funding Period 10/1/19-6/30/20.		
PE27-05	8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.		
PE40-01	Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19		
PE40-02	Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20		
PE44-02	7/2019: MH Expansion funding increase		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		

State of Oregon Oregon Health Authority Public Health Division			Page 4 of 4
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR      Zip Code: 97045	<b>2) Issue Date</b> November 05, 2019	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Award Balance	Increase/ (Decrease)	New Award Bal
<b>7) Capital outlay Requested in this Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG APPROV</b>

**Attachment B**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE12: Public Health Emergency Preparedness Program**

Funding Information Table

Federal Award Identification Number (FAIN):	6NU90TP921916	1 U3REP150534-01-00
Federal Award Date:	5/21/2019	5/22/2015
Performance Period:	07/01/2018-06/30/2020	05/18/2015-05/17/2020
Federal Awarding Agency:	CDC	DHHS/ASPR
CFDA Number:	93.069	93.817
CFDA Name:	Public Health Emergency Preparedness	HPP Ebola Preparedness and Response Activities
Total Federal Award:	\$8,008,993	\$1,283,680
Project Description:	Public Health Emergency Preparedness	HPP Ebola Preparedness and Response
Awarding Official:	Shicann Phillips	Brenda Cox
Indirect Cost Rate:	17.86%	17.45%
Research and Development (Y/N):	No	No

**PCA:** 53437 53507  
**INDEX:** 50407 50407

Agency/Contractor	DUNS	Amount	Amount	Total FY 2020
Clackamas	96992656	\$170,273	\$1,651	\$171,924



Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contracts with Metropolitan Family Service, Inc. Northwest Family Services, and Todos Juntos for Family Resource Coordination Services**

<b>Purpose/Outcomes</b>	Provides Family Resource Coordination Services as a part of the Early Learning Hub in Targeted Health Equity Zones across the Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	Three Contracts, each with a maximum contract value of \$450,000 for a total Fiscal Impact of \$1,350,000.00 over four years.
<b>Funding Source</b>	Funding sources include County General Funds allocated to PreventNet Plus and State of Oregon, Department of Education Early Learning Division Grant funds
<b>Duration</b>	Effective through September 30, 2021 with one option to extend for two years
<b>Previous Board Action</b>	On July 27, 2017, the Board of County Commissioners approved the previous contracts with the organizations listed in this memo for Family Resource Coordination Services.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Provide equitable access to services
<b>Counsel Review</b>	NWFS: 11/7/2019, TJ: 11/18/2019, MFS: 11/18/2019
<b>Contact Person</b>	Korene Mather, Interim Director, 503-650-3339
<b>Contract No.</b>	#2233, #2180, and #2083

**Background**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon Department of Education Early Learning Division whose mission it is “to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity. A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming and help remove barriers for families.

These contracts provide Family Resource Coordination Services to families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being.

Procurement Process

In accordance with Local Contract Review Board Rule C-047-0260 and applicable ORS, on July 10, 2019, the Procurement Office published a Request for Proposals (RFP) for Family Resource Coordination Services. The RFP closed September 5, 2019 and proposals were scored in accordance with the RFP criteria. Metropolitan Family Service, Inc., Northwest Family Services, and Todos Juntos

were selected by the review committee to be awarded contracts. Notice of Intent to Award was published on ORPIN, and no protests were received.

These contracts are effective through September 30, 2021, with an option to extend to September 30, 2023 and each has a maximum value of \$450,000 if the two year renewal option is exercised.

Counsel reviewed and approved the contracts.

**Recommendation**

Staff respectfully recommends that the Board of County Commissioners approve the contracts with Metropolitan Family Service, Inc., Northwest Family Services, and Todos Juntos for Family Resource Coordination Services and execute them.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

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



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2083**

This Personal Services Contract (this “Contract”) is entered into between Metropolitan Family Service, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health Housing and Human Services Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective on **October 1, 2019** upon signature of both parties. County and Contractor acknowledge that Work has been performed prior to execution of this Contract, but not earlier than the effective date, and hereby affirm and ratify that Work, subject to the terms and conditions of this Contract. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**. This Contract may be renewed for one (1) term of two (2) years upon the written agreement of both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Family Resource Coordination Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred twelve thousand five hundred dollars (\$112,500.00)** per federal fiscal year (October 1 through September 30) for a total Contract amount not to exceed **four hundred fifty thousand dollars (\$450,000.00)**, for accomplishing the Work required by this Contract and the optional renewal term. Consideration rates are on a cost reimbursement basis in accordance with actual allowable costs accrued in the performance of Work, and with respect to the budget in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall use the Financial Report and Reimbursement Request form in Exhibit C. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Annette Dieker by email at [ADieker@clackamas.us](mailto:ADieker@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

## 7. Contractor and County Contacts.

Contractor	County
Administrator: Judy Strand Phone: 503-232-0007 Email: <a href="mailto:judys@mfs.email">judys@mfs.email</a>	Administrator: Annette Dieker Phone: 503-650-5680 Email: <a href="mailto:ADieker@clackamas.us">ADieker@clackamas.us</a>

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

## ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

**7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

**8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

**9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply, the insurance required and minimum coverage indicated below. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon. Contractor shall provide proof of said insurance and name the State or Oregon, including its officers, employees, and agents, as well as the County as an additional insured on all required liability policies. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODE has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: All employers, including Contractor, 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). Contractor shall require and ensure each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.
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<p><input checked="" type="checkbox"/> Required – Commercial General Liability: This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.</p>
<p><input checked="" type="checkbox"/> Required – Professional Liability: Shall cover any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.</p>
<p><input checked="" type="checkbox"/> Required – Automobile Liability: This shall cover Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.</p>
<p><input checked="" type="checkbox"/> Required – Physical Abuse and Sexual Molestation: This shall include a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for covered damages.</p>
<p><input checked="" type="checkbox"/> Required – Network Security and Privacy Liability: Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.</p>
<p><input checked="" type="checkbox"/> Required – Directors and Officers Coverage: This shall cover the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.</p>

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor’s completion and County’s acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

In addition to the foregoing requirements, the Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing

operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

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

**10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

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

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

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon 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.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,



Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas 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 Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that

the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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 purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 28. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 29. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 30. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.
- 31. 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.

Metropolitan Family Service, Inc.

Clackamas County

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

\_\_\_\_\_  
Chair    Date

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

Approved as to Form:

\_\_\_\_\_  
049463-15

Oregon Business Registry #

\_\_\_\_\_  
County Counsel    Date

\_\_\_\_\_  
Oregon

Entity Type / State of Formation

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

Contractor shall provide Family Resource Coordination Services (“Work”) as described in this Exhibit A. Work is further described in Exhibit B.

**3.2 BACKGROUND**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon’s Early Learning Division whose mission it is *“to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”*.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity.

A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming. Health Equity Zones in Clackamas County include:

1. North Clackamas Regions A & B

**3.3. SCOPE OF WORK**

**3.3.1. Scope:**

The Family Resource Coordinator (FRC) is responsible for coordinating resources and services for families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being. The FRC operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families and help them navigate healthcare, education, and other human service systems. The FRC follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

FRC primary tasks and goals Work include:

1. Being knowledgeable about early childhood development, childhood trauma, Adverse Childhood Experiences (ACEs), transitions, kindergarten readiness, impact of social determinants of health, and other risk factors, as well as the available service/referral options to meet each family’s needs.
2. Building formal agreements with other family service providers, such as medical providers, educators, home visitors, school counselors, peer mentors, DHS Case Workers, parent coaches, and others to facilitate seamless referral and access to these services for families.
3. Accepting referrals from parents, school districts, early childhood providers, health providers, human and social service providers, and other child-serving entities.
4. Meeting with referred families to establish a menu of mutually agreed upon service and referral priorities.
5. Monitoring progress and timely follow-up with families to eliminate barriers to accessing recommended services.
6. Facilitating family’s access to appropriate health and early childhood systems of screening and assessment (child development, medical, dental, mental health including childhood trauma and toxic stress, kindergarten readiness, and risk factors, etc.).

7. Utilizing Early Learning Hub required database platform to enter and track all client data, contacts, referrals and outcomes, on a continual basis, as work with clients occurs.
8. Participating in multi-specialist staffing sessions for struggling families with multiple destabilizing problems and utilizing multi-specialist teams such as Teacher Assistance Teams and Youth Services Teams.
9. Document comprehensive information about community resources through networks, databases, and partnership opportunities. Utilize and teach families to use Information & Referral tools such as 211, BabyLink, Help Me Grow, and Child Care Resource & Referral. Develop a menu of frequently needed services including, but not limited to basic needs, support groups, vocational development, parents supports and education, mentors, tutors, and social/emotional counseling and support
10. Submit monthly and quarterly reports and invoices as requested via the Clackamas County required reporting database and/or paper reports as requested. .

Work should maintain a clear focus on equity and address factors that contribute to achievement gaps that exist between families and their children who are economically disadvantaged, learning English as a second language, or those who identify as African American, Hispanic, Native American, and/or other populations who are historically underserved. Proposals should also identify strategies for reaching children with specific risk factors as defined by Oregon Administrative Rule 414-800-0105 – <https://secure.sos.state.us/oard/viewSingleRule.action?ruleVrsnRsn=103129>, and/or children who are not currently enrolled in formal preschool or child care programs, including those participating in license exempt and relative care.

**EXHIBIT B  
PERSONAL SERVICES CONTRACT  
CONTRACTOR'S PROPOSAL**

**EXHIBIT C  
PERSONAL SERVICES CONTRACT  
BUDGET AND INVOICE TEMPLATE**

**Budget:**

<b>Approved Award Budget Categories</b>	<b>10/1/2019-9/30/2020</b>	<b>10/1/2020-6/30/2021</b>	<b>7/1/2021 - 9/30/2021</b>	<b>2019-21 Total Award Amount</b>	<b>Match</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					No match is required on this award
Family Resource Coordinator A- .8 Oct 19-June 20/ .75 July-Oct)	\$ 36,062.00	\$ 26,348.00	\$ 9,046.00	\$ 71,456.00	
Family Resource Coordinator B- .8 Oct 19-June 20/ .75 July-Oct)	\$ 36,244.00	\$ 26,477.00	\$ 9,090.00	\$ 71,811.00	
Supervision .125	\$ -	\$ 1,044.00		\$ 1,044.00	
Fringe	\$ 21,199.00	\$ 15,915.00	\$ 5,584.00	\$ 42,698.00	
<b>Total Personnel Services</b>	<b>\$ 93,505.00</b>	<b>\$ 69,784.00</b>	<b>\$ 23,720.00</b>	<b>\$ 187,009.00</b>	
<b>Administration</b>					
<b>Supplies</b>					
Phone	\$ 600.00	\$ 450.00	\$ 150.00	\$ 1,200.00	
Materials/Supplies	\$ 600.00	\$ 450.00	\$ 150.00	\$ 1,200.00	
<b>Insurance</b>					
<b>Travel</b>					
Mileage (.535/mile x 200 miles x 12)	\$ 3,600.00	\$ 2,700.00	\$ 900.00	\$ 7,200.00	
Travel/Training	\$ 500.00	\$ 500.00	\$ -	\$ 1,000.00	
<b>Additional (please specify)</b>					
Client assistance (bus tickets, etc.)	\$ 3,468.00	\$ 2,601.00	\$ 867.00	\$ 6,936.00	
<b>Total Programmatic Costs</b>	<b>\$ 8,768.00</b>	<b>\$ 6,701.00</b>	<b>\$ 2,067.00</b>	<b>\$ 17,536.00</b>	
<b>Indirect Rate: 10% Of Personnel and Program Costs</b>	<b>\$ 10,227.00</b>	<b>\$ 7,649.00</b>	<b>\$ 2,579.00</b>	<b>\$ 20,455.00</b>	
<b>Total Grant Costs</b>	<b>\$ 112,500.00</b>	<b>\$ 84,134.00</b>	<b>\$ 28,366.00</b>	<b>\$ 225,000.00</b>	



**Invoice Template:**

EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST Metropolitan Family Services					
<b>Organization:</b>	Metropolitan Family Services	<b>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</b> 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report (Exhibit C-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ).			
<b>Funded Program Name:</b>	Family Resource Coordination				
<b>Program Contact:</b>	Amy Corbett-amyc@mfs.email				
<b>Agreement Term:</b>	October 1, 2019 - September 30, 2021				
	<b>Claim Period</b>				
Approved Award Budget Categories		BUDGET 10/1/19- 9/30/21	MONTHLY EXPENDITURE	YTD EXPENDITURE	BALANCE REMAINING
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					
Family Resource Coordinator FTE@					\$ -
Family Resource Coordinator FTE @					\$ -
Supervision FTE @					\$ -
Fringe @					\$ -
<b>Total Personnel Services</b>			\$ -	\$ -	\$ -
<b>Administration</b>					
<b>Supplies</b>					
Phone					\$ -
Materials/Supplies					\$ -
<b>Insurance</b>					
<b>Travel</b>					
Mileage (.1/mile x miles x 12)					\$ -
Travel/Training					
<b>Additional (please specify)</b>					
Client assistance (bus tickets, etc.)					
<b>Total Programmatic Costs</b>		\$ -	\$ -	\$ -	\$ -
<b>Indirect Rate: % Of Personnel and Program Costs</b>					\$ -
<b>Total Grant Costs</b>			\$ -	\$ -	\$ -
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.					
<b>CERTIFICATION</b>					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).					
<b>Prepared by:</b>					
<b>Authorized AGENCY Official:</b>					
<b>Date:</b>					
<b>Department Review</b>					
<b>Project Officer Name:</b> Annette Dieker					
<b>Department:</b> Children, Family & Community Connections Division					
<b>Signature:</b>					



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2180**

This Personal Services Contract (this “Contract”) is entered into between Northwest Family Services (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health Housing and Human Services Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective on **October 1, 2019** upon signature of both parties. County and Contractor acknowledge that Work has been performed prior to execution of this Contract, but not earlier than the effective date, and hereby affirm and ratify that Work, subject to the terms and conditions of this Contract. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**. This Contract may be renewed for one (1) term of two (2) years upon the written agreement of both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Family Resource Coordination Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred twelve thousand five hundred dollars (\$112,500.00)** per federal fiscal year (October 1 through September 30) for a total Contract amount not to exceed **four hundred fifty thousand dollars (\$450,000.00)**, for accomplishing the Work required by this Contract and the optional renewal term. Consideration rates are on a cost reimbursement basis in accordance with actual allowable costs accrued in the performance of Work, and with respect to the budget in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall use the Financial Report and Reimbursement Request form in Exhibit C. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Annette Dieker by email at [ADieker@clackamas.us](mailto:ADieker@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

## 7. Contractor and County Contacts.

Contractor	County
Administrator: Rose Fuller Phone: 503-546-6377 Email: <a href="mailto:rfuller@nwfs.org">rfuller@nwfs.org</a>	Administrator: Annette Dieker Phone: 503-650-5680 Email: <a href="mailto:ADieker@clackamas.us">ADieker@clackamas.us</a>

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

## ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

**7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

**8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

**9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply, the insurance required and minimum coverage indicated below. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon. Contractor shall provide proof of said insurance and name the State or Oregon, including its officers, employees, and agents, as well as the County as an additional insured on all required liability policies. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODE has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: All employers, including Contractor, 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). Contractor shall require and ensure each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

<p><input checked="" type="checkbox"/> Required – Commercial General Liability: This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.</p>
<p><input checked="" type="checkbox"/> Required – Professional Liability: Shall cover any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.</p>
<p><input checked="" type="checkbox"/> Required – Automobile Liability: This shall cover Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.</p>
<p><input checked="" type="checkbox"/> Required – Physical Abuse and Sexual Molestation: This shall include a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for covered damages.</p>
<p><input checked="" type="checkbox"/> Required – Network Security and Privacy Liability: Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.</p>
<p><input checked="" type="checkbox"/> Required – Directors and Officers Coverage: This shall cover the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.</p>

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor’s completion and County’s acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

In addition to the foregoing requirements, the Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing

operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

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

**10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

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

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

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon 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.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas 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 Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that



the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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 purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 28. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 29. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 30. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.
- 31. 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.



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

Contractor shall provide Family Resource Coordination Services (“Work”) as described in this Exhibit A. Work is further described in Exhibit B.

**3.2 BACKGROUND**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon’s Early Learning Division whose mission it is *“to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”*.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity.

A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming. Health Equity Zones in Clackamas County include:

1. Gladstone
2. Oregon City

**3.3. SCOPE OF WORK**

**3.3.1. Scope:**

The Family Resource Coordinator (FRC) is responsible for coordinating resources and services for families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being. The FRC operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families and help them navigate healthcare, education, and other human service systems. The FRC follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

FRC primary tasks and goals Work include:

1. Being knowledgeable about early childhood development, childhood trauma, Adverse Childhood Experiences (ACEs), transitions, kindergarten readiness, impact of social determinants of health, and other risk factors, as well as the available service/referral options to meet each family’s needs.
2. Building formal agreements with other family service providers, such as medical providers, educators, home visitors, school counselors, peer mentors, DHS Case Workers, parent coaches, and others to facilitate seamless referral and access to these services for families.
3. Accepting referrals from parents, school districts, early childhood providers, health providers, human and social service providers, and other child-serving entities.
4. Meeting with referred families to establish a menu of mutually agreed upon service and referral priorities.
5. Monitoring progress and timely follow-up with families to eliminate barriers to accessing recommended services.
6. Facilitating family’s access to appropriate health and early childhood systems of screening and assessment (child development, medical, dental, mental health including childhood trauma and toxic stress, kindergarten readiness, and risk factors, etc.).

7. Utilizing Early Learning Hub required database platform to enter and track all client data, contacts, referrals and outcomes, on a continual basis, as work with clients occurs.
8. Participating in multi-specialist staffing sessions for struggling families with multiple destabilizing problems and utilizing multi-specialist teams such as Teacher Assistance Teams and Youth Services Teams.
9. Document comprehensive information about community resources through networks, databases, and partnership opportunities. Utilize and teach families to use Information & Referral tools such as 211, BabyLink, Help Me Grow, and Child Care Resource & Referral. Develop a menu of frequently needed services including, but not limited to basic needs, support groups, vocational development, parents supports and education, mentors, tutors, and social/emotional counseling and support
10. Submit monthly and quarterly reports and invoices as requested via the Clackamas County required reporting database and/or paper reports as requested. .

Work should maintain a clear focus on equity and address factors that contribute to achievement gaps that exist between families and their children who are economically disadvantaged, learning English as a second language, or those who identify as African American, Hispanic, Native American, and/or other populations who are historically underserved. Proposals should also identify strategies for reaching children with specific risk factors as defined by Oregon Administrative Rule 414-800-0105 – <https://secure.sos.state.us/oard/viewSingleRule.action?ruleVrsnRsn=103129>, and/or children who are not currently enrolled in formal preschool or child care programs, including those participating in license exempt and relative care.

**EXHIBIT B  
PERSONAL SERVICES CONTRACT  
CONTRACTOR'S PROPOSAL**

**EXHIBIT C  
PERSONAL SERVICES CONTRACT  
BUDGET AND INVOICE TEMPLATE**

**Budget:**

<b>Approved Award Budget Categories</b>	<b>10/1/2019-9/30/2020</b>	<b>10/1/2020-6/30/2021</b>	<b>7/1/2021-9/30/2021</b>	<b>2019-21 Total Award Amount</b>	<b>Match</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each)					
Family Resource Coordinator 1.0 FTE @\$43,160	\$ 43,160.00	\$ 32,370.00	\$ 10,790.00	\$ 86,320.00	No match is required on this award
Family Resource Coordinator .50 FTE @\$38,480	\$ 19,240.00	\$ 14,430.00	\$ 4,810.00	\$ 38,240.00	
Supervision .25 FTE @ \$47,000	\$ 11,750.00	\$ 8,813.00	\$ 2,937.00	\$ 23,500.00	
Fringe @ 24%	\$ 17,796.00	\$ 13,347.00	\$ 4,449.00	\$ 35,592.00	
<b>Total Personnel Services</b>	<b>\$ 91,946.00</b>	<b>\$ 68,960.00</b>	<b>\$ 22,986.00</b>	<b>\$ 183,892.00</b>	
<b>Administration</b>				\$ -	
<b>Supplies</b>				\$ -	
Phone (\$40 x 12 x 1.5 FTE)	\$ 720.00	\$ 540.00	\$ 180.00	\$ 1,440.00	
Materials/Supplies	\$ 995.00	\$ 746.00	\$ 249.00	\$ 1,990.00	
<b>Insurance (included in indirect)</b>					
<b>Travel</b>					
Mileage (\$58./mile x 646.6miles x 12)	\$ 4,500.00	\$ 3,375.00	\$ 1,125.00	\$ 9,000.00	
Travel/Training	\$ 500.00	\$ 375.00	\$ 125.00	\$ 1,000.00	
<b>Additional (please specify)</b>					
Client assistance (bus tickets, etc.)	\$ 2,240.00	\$ 1,680.00	\$ 560.00	\$ 4,480.00	
<b>Total Programmatic Costs</b>	<b>\$ 8,955.00</b>	<b>\$ 6,716.00</b>	<b>\$ 2,239.00</b>	<b>\$ 17,910.00</b>	
<b>Indirect Rate: % Of Personnel and Program Costs</b>	<b>\$ 11,099.00</b>	<b>\$ 8,324.00</b>	<b>\$ 2,775.00</b>	<b>\$ 22,198.00</b>	
<b>Total Grant Costs</b>	<b>\$ 112,000.00</b>	<b>\$ 84,000.00</b>	<b>\$ 28,000.00</b>	<b>\$ 224,000.00</b>	

**Invoice Template:**

EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST					
FRC Oregon City/Gladstone					
<b>Organization:</b>	Northwest Family Services	<b>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</b> 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report (Exhibit C-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ).			
<b>Funded Program Name:</b>	Family Resource Coordination				
<b>Program Contact:</b>	Rose Fuller fuller@nwfs.org				
<b>Agreement Term:</b>	October 1, 2019 - September 30, 2021				
	<b>Claim Period</b>				
Approved Award Budget Categories		BUDGET 10/1/19-9/30/21	MONTHLY EXPENDITURE	YTD EXPENDITURE	BALANCE REMAINING
<u>Personnel</u> (List salary, FTE & Fringe costs for each position)					
Family Resource Coordinator 1.0 FTE @\$43,160		\$ 43,160.00			\$ 43,160.00
Family Resource Coordinator .50 FTE @\$38,480		\$ 19,240.00			\$ 19,240.00
Supervision .25 FTE @ \$47,000		\$ 11,750.00			\$ 11,750.00
Fringe @ 24%		\$ 17,796.00			\$ 17,796.00
<b>Total Personnel Services</b>		<b>\$ 91,946.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 91,946.00</b>
<u>Administration</u>					
<u>Supplies</u>					
Phone (\$40 x 12 x 1.5 FTE)		\$ 720.00			\$ 720.00
Materials/Supplies		\$ 995.00			\$ 995.00
<u>Insurance (included in indirect)</u>					
<u>Travel</u>					
Mileage (\$58./mile x 646.6miles x 12)		\$ 4,500.00			\$ 4,500.00
Travel/Training		\$ 500.00			
<u>Additional (please specify)</u>					
Client assistance (bus tickets, etc.)		\$ 2,240.00			
<b>Total Programmatic Costs</b>		<b>\$ 8,955.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,215.00</b>
<b>Indirect Rate: % Of Personnel and Program Costs</b>		<b>\$ 11,099.00</b>			
<b>Total Grant Costs</b>		<b>\$ 112,000.00</b>			
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.					
<b>CERTIFICATION</b>					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).					
<b>Prepared by:</b>					
<b>Authorized AGENCY Official:</b>					
<b>Date:</b>					
<u>Department Review</u>					
<b>Project Officer Name:</b> Annette Dieker					
<b>Department:</b> Children, Family & Community Connections Division					
<b>Signature:</b>					





**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2083**

This Personal Services Contract (this “Contract”) is entered into between Todos Juntos (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health Housing and Human Services Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective on **October 1, 2019** upon signature of both parties. County and Contractor acknowledge that Work has been performed prior to execution of this Contract, but not earlier than the effective date, and hereby affirm and ratify that Work, subject to the terms and conditions of this Contract. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**. This Contract may be renewed for one (1) term of two (2) years upon the written agreement of both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Family Resource Coordination Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred twelve thousand five hundred dollars (\$112,500.00)** per federal fiscal year (October 1 through September 30), for a total Contract amount not to exceed **four hundred fifty thousand dollars (\$450,000.00)**, for accomplishing the Work required by this Contract and the optional renewal term. Consideration rates are on a cost reimbursement basis in accordance with actual allowable costs accrued in the performance of Work, and with respect to the budget in **Exhibit C**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall use the Financial Report and Reimbursement Request form in Exhibit C. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Annette Dieker by email at [ADieker@clackamas.us](mailto:ADieker@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

## 7. Contractor and County Contacts.

Contractor	County
Administrator: Eric Johnston Phone: 503-544-1513 Email: ejtodosjuntos2@gmail.com	Administrator: Annette Dieker Phone: 503-650-5680 Email: <a href="mailto:ADieker@clackamas.us">ADieker@clackamas.us</a>

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

## ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

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

<p>Required - Workers Compensation: All employers, including Contractor, 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). Contractor shall require and ensure each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.</p>
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<p><input checked="" type="checkbox"/> Required – Commercial General Liability: This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.</p>
<p><input checked="" type="checkbox"/> Required – Professional Liability: Shall cover any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.</p>
<p><input checked="" type="checkbox"/> Required – Automobile Liability: This shall cover Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.</p>
<p><input checked="" type="checkbox"/> Required – Physical Abuse and Sexual Molestation: This shall include a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for covered damages.</p>
<p><input checked="" type="checkbox"/> Required – Network Security and Privacy Liability: Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.</p>
<p><input checked="" type="checkbox"/> Required – Directors and Officers Coverage: This shall cover the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.</p>

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor’s completion and County’s acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

In addition to the foregoing requirements, the Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing

operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

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

**10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

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

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

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon 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.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas 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 Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that

the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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 purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.



The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 28. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 29. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 30. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.
- 31. 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.



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

Contractor shall provide Family Resource Coordination Services (“Work”) as described in this Exhibit A. Work is further described in Exhibit B.

**3.2 BACKGROUND**

The Early Learning Hub of Clackamas County receives its funding from the State of Oregon’s Early Learning Division whose mission it is *“to support all of Oregon’s young children and families to learn and thrive. We value equity, making a positive impact for children and families, dedication, integrity and collective wisdom to benefit Oregon children and families”*.

Our local Hub aligns with the State in its daily operations by working as an integrated team focused on: Child Care, Early Learning Programs and Cross Systems Integration, Policy and Research, and Equity.

A primary strategy of our Hub is to strengthen the comprehensive Family Resource Coordination system that places Family Resource Coordinators in targeted Health Equity Zones to create optimal access to quality programming. Health Equity Zones in Clackamas County include:

1. Canby
2. Molalla
3. Estacada

**3.3. SCOPE OF WORK**

**3.3.1. Scope:**

The Family Resource Coordinator (FRC) is responsible for coordinating resources and services for families with children ages 0-6 prioritizing those who experience barriers to school success, in order to meet comprehensive Kindergarten Readiness goals including cognitive, language/literacy, social/emotional, behavioral, motor skills, health and well-being. The FRC operates in a specified Health Equity Zone to receive, coordinate, and expedite service referrals for families and help them navigate healthcare, education, and other human service systems. The FRC follows-up with families and service providers to ensure timely access and assure that services have effectively met mutually identified needs.

FRC primary tasks and goals Work include:

1. Being knowledgeable about early childhood development, childhood trauma, Adverse Childhood Experiences (ACEs), transitions, kindergarten readiness, impact of social determinants of health, and other risk factors, as well as the available service/referral options to meet each family’s needs.
2. Building formal agreements with other family service providers, such as medical providers, educators, home visitors, school counselors, peer mentors, DHS Case Workers, parent coaches, and others to facilitate seamless referral and access to these services for families.
3. Accepting referrals from parents, school districts, early childhood providers, health providers, human and social service providers, and other child-serving entities.
4. Meeting with referred families to establish a menu of mutually agreed upon service and referral priorities.
5. Monitoring progress and timely follow-up with families to eliminate barriers to accessing recommended services.

6. Facilitating family's access to appropriate health and early childhood systems of screening and assessment (child development, medical, dental, mental health including childhood trauma and toxic stress, kindergarten readiness, and risk factors, etc.).
7. Utilizing Early Learning Hub required database platform to enter and track all client data, contacts, referrals and outcomes, on a continual basis, as work with clients occurs.
8. Participating in multi-specialist staffing sessions for struggling families with multiple destabilizing problems and utilizing multi-specialist teams such as Teacher Assistance Teams and Youth Services Teams.
9. Document comprehensive information about community resources through networks, databases, and partnership opportunities. Utilize and teach families to use Information & Referral tools such as 211, BabyLink, Help Me Grow, and Child Care Resource & Referral. Develop a menu of frequently needed services including, but not limited to basic needs, support groups, vocational development, parents supports and education, mentors, tutors, and social/emotional counseling and support
10. Submit monthly and quarterly reports and invoices as requested via the Clackamas County required reporting database and/or paper reports as requested. .

Work should maintain a clear focus on equity and address factors that contribute to achievement gaps that exist between families and their children who are economically disadvantaged, learning English as a second language, or those who identify as African American, Hispanic, Native American, and/or other populations who are historically underserved. Proposals should also identify strategies for reaching children with specific risk factors as defined by Oregon Administrative Rule 414-800-0105 – <https://secure.sos.state.us/oard/viewSingleRule.action?ruleVrsnRsn=103129>, and/or children who are not currently enrolled in formal preschool or child care programs, including those participating in license exempt and relative care.

**EXHIBIT B  
PERSONAL SERVICES CONTRACT  
CONTRACTOR'S PROPOSAL**

**EXHIBIT C  
PERSONAL SERVICES CONTRACT  
BUDGET AND INVOICE TEMPLATE**

**Budget:**

<i>Approved Award Budget Categories</i>	10/1/2019- 9/30/2020	10/1/2020- 6/30/2021	7/1/2021 - 9/30/2021	2019-21 Total Award Amount	Match
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					No match is required on this award
Family Resource Coordinator- Canby/ Molalla FTE	\$ 40,000.00	\$ 30,000.00	\$ 10,000.00	\$ 80,000.00	
Family Resource Coordinator- Estacada FTE	\$ 25,166.00	\$ 18,874.50	\$ 6,291.50	\$ 50,332.00	
Supervision (0.192 FTE )	\$ 12,000.00	\$ 9,000.00	\$ 3,000.00	\$ 24,000.00	
Fringe (.115% )	\$ 8,874.09	\$ 6,655.57	\$ 2,218.52	\$ 17,748.18	
<b>Total Personnel Services</b>	<b>\$ 86,040.09</b>	<b>\$ 64,530.07</b>	<b>\$ 21,510.02</b>	<b>\$ 172,080.18</b>	
<b>Administration</b>	\$ 14,673.75	\$ 11,005.00	\$ 3,668.25	\$ 29,347.00	
<b>Supplies</b>				\$ -	
Phone	\$ 625.00	\$ 450.00	\$ 150.00	\$ 1,225.00	
Materials/Supplies	\$ 2,625.00	\$ 1,968.75	\$ 656.25	\$ 5,250.00	
Equipment	\$ 1,800.00	\$ 1,425.00	\$ 575.00	\$ 4,600.00	
<b>Insurance</b>	<b>\$ 1,750.00</b>	<b>\$ 1,312.50</b>	<b>\$ 437.50</b>	<b>\$ 3,500.00</b>	
<b>Travel</b>					
Mileage (.535/mile x 200 miles x 12)	\$ 2,400.00	\$ 1,800.00	\$ 600.00	\$ 4,800.00	
Travel/Training	\$ 500.00	\$ 300.00			
<b>Additional (please specify)</b>					
Client assistance (bus tickets, etc.)					
<b>Total Programmatic Costs</b>	<b>\$ 24,373.75</b>	<b>\$ 18,261.25</b>	<b>\$ 6,087.00</b>	<b>\$ 48,722.00</b>	
<b>Indirect Rate: 10% Of Personnel and Program Costs</b>	<b>\$ 2,086.16</b>	<b>\$ 1,583.68</b>	<b>\$ 527.98</b>	<b>\$ 4,197.82</b>	
<b>Total Grant Costs</b>	<b>\$ 112,500.00</b>	<b>\$ 84,375.00</b>	<b>\$ 28,125.00</b>	<b>\$ 225,000.00</b>	

**Invoice Template:**

EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST					
Todos Juntos					
<b>Organization:</b>	Todos Juntos		<b>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</b> 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report (Exhibit C-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ).		
<b>Funded Program Name:</b>	Family Resource Coordination				
<b>Program Contact:</b>	Eric Johnston				
<b>Agreement Term:</b>	October 1, 2019 - September 30, 2021				
	<b>Claim Period</b>				
Approved Award Budget Categories		BUDGET 10/1/19- 9/30/21	MONTHLY EXPENDITURE	YTD EXPENDITURE	BALANCE REMAINING
<u>Personnel</u> (List salary, FTE & Fringe costs for each position)					
Family Resource Coordinator . FTE @					\$ -
Family Resource Coordinator . FTE @					\$ -
Supervision . FTE @					\$ -
Fringe @.					\$ -
<b>Total Personnel Services</b>			\$ -	\$ -	\$ -
<u>Administration</u>					
<u>Supplies</u>					
Phone					\$ -
Materials/Supplies					\$ -
<u>Insurance</u>					
<u>Travel</u>					
Mileage (.1/mile x miles x 12)					\$ -
Travel/Training					
<u>Additional (please specify)</u>					
Client assistance (bus tickets, etc.)					
<b>Total Programmatic Costs</b>		\$ -	\$ -	\$ -	\$ -
<b>Indirect Rate: % Of Personnel and Program Costs</b>					\$ -
<b>Total Grant Costs</b>		\$ -	\$ -	\$ -	\$ -
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.					
<b>CERTIFICATION</b>					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).					
	<b>Prepared by:</b>				
	<b>Authorized AGENCY Official:</b>				
	<b>Date:</b>				
<u>Department Review</u>					
	<b>Project Officer Name:</b>	Annette Dieker			
	<b>Department:</b>	Children, Family & Community Connections Division			
	<b>Signature:</b>				

DRAFT

Approval of Previous Business Meeting Minutes:  
November 14, 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, November 14, 2019 – 10:00 AM**

**Public Services Building**

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

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

### **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 Fischer: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

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

1. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program
2. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Housing our Families Program
3. Approval of an Intergovernmental Agreement between the Housing Authority and Metro and approval of the Local Implementation Strategy for the Metro Affordable Housing Bond

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

1. Recognition of Veterans Day

Erika Silver, Health, Housing & Human Services presented the staff report including a PowerPoint presentation. She introduced the staff from the County Veteran's Services office. She also introduced Jennifer Harvey, Manager for Employment & Training and Toni Karter, Housing Authority who also spoke about the County's work with Veterans.

*~Board Discussion~*

The Board thanked all Veterans for their service, and invited all Active Military, Veteran's and Family in the audience today up for a photo.

### **III. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – spoke about Veterans and Metro.

### **IV. PUBLIC HEARING**

1. **Board Order No. 2019-93** for Boundary Change Proposal CL 19-005 Annexation to Clackamas County Service District No. 1

Ken Martin, Boundary Change Consultant presented the staff report.

*~Board Discussion~*

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

#### **MOTION:**

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal CL 19-005 Annexation to Clackamas County Service District No. 1.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

### **V. CONSENT AGENDA**

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

*~Board Discussion~*

#### **MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: 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 a Cooperation Agreement with Clackamas County Children's Commission for the New Head Start Classroom Building Project in Milwaukie – Community Development

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

1. **Resolution No. 2019-94** Approving the 5-year Transportation Capital Improvement Program Fiscal Years, 2019-2020 through 2023-2024
2. Approval of a Contract with Cardno, Inc for the Engineering Services of 232<sup>nd</sup> Drive at Milepost .03 - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Amendment to the Intergovernmental Agreement between the Clackamas County Sheriff's Office and the Oregon Department of Transportation for Enforcement of Unlawful Parking in Winter Recreation Parking Areas - *CCSO*

**D. Business & Community Services**

1. Approval of a Library Construction and Operation Intergovernmental Agreement between Clackamas County and the City of Gladstone
2. Approval of a Library Facility Intergovernmental Agreement between Clackamas County and the City of Gladstone

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

1. Approval of an Intergovernmental Agreement with Metro to Provide Illegal Dumpsite Clean-Up Services

**VII. WATER ENVIRONMENT SERVICES**

1. Approval of Brand Standardization for HACH Flow Meter and Auto Samplers -  
*Procurement*
2. Approval of a Contract with Murraysmith, Inc. for the Pump Station Rehabilitation and Upgrades - *Procurement*

**VIII. COUNTY ADMINISTRATOR UPDATE**

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

**IX. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:05 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>**



Brian T. Nava  
County Treasurer

**Office of the County Treasurer**

Public Services Building  
2051 Kaen Road, Suite 460 | Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract with U.S. Bank National Association for Banking and Merchant Services

<b>Purpose</b>	Approval of contract with U.S. Bank National Association for banking and merchant services.
<b>Fiscal Impact</b>	The maximum yearly consideration is \$100,000, with a Contract total not-to-exceed \$500,000.
<b>Funding Source</b>	General Fund.
<b>Duration</b>	December 1, 2019 through June 30, 2024
<b>Previous BCC Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust through Good Government - Banking services is a critical function the Treasurer's Office provides for the County. Ensuring County funds are safe, liquid and achieve the best yield possible are some of the priorities of the Treasurer's Office.
<b>Counsel Approval</b>	Approved as to form on November 27, 2019
<b>Contact Person</b>	Brian Nava, County Treasurer 503-742-5995

**Background**

Attached is a contract request for professional banking services between the Clackamas County Treasurer's Office and U.S. Bank. The Treasurer's Office has contracted with U.S. Bank for banking services since at least 2004. Historically, the County leaves large balances in the checking account in which the bank offers compensated balances that reduce or eliminate any monthly or annual fees. We intend to continue this process as long as it is cost effective.

This contract with U.S. Bank is to provide banking services through June 30, 2024. Throughout this time period, the Treasurer's Office will evaluate if it is prudent to: extend this contract, explore cooperative options, go out for a request for proposal, or request for information.

**Procurement Process**

On December 2, 2019 a Notice of Intent to Purchase from a Cooperative was advertised in accordance with ORS 279B and LCRB Rule C-046-0400. This contract is a Cooperative Purchasing Opportunity off the City of Salem RFP #134124 that was issued publicly on December 6, 2013 and closed January 24, 2014. U.S. Bank National Association won the resulting Contract. The City of Salem's contract is effective until June 30, 2024.

**Recommendation**

The Treasurer recommends the Board of County Commissioners approve the contract with U.S. Bank National Association.

Respectfully Submitted,

Brian Nava,  
County Treasurer

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



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2223**

This Personal Services Contract (this “Contract”) is entered into between **U.S. Bank National Association** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Treasury Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective **December 1, 2019**, upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2024**.
- 2. Scope of Work.** This Contract authorizes the County to purchase against the **City of Salem Contract No. 134124 for Banking and Merchant Services**. Contractor shall provide the following personal services: Banking and Merchant Services (“Work”), further described in **Exhibit A**. The City of Salem Contract is attached as **Exhibit C**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed five hundred thousand dollars (**\$500,000.00**) in total Contract value, and \$100,000 per fiscal year, for accomplishing the Work required by this Contract. County fiscal year is defined as July 1 to June 30. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**, Full Treasury Management Pricing. 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. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Brian Nava, 503-742-5995 or [email bnava@clackamas.us](mailto:bnava@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes       No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C, along with Contractor’s Master Services Agreement, Services Terms and Conditions, and Deposit Account Agreement, attached as Exhibit D and any documents referenced or incorporated therein.

**7. Contractor and County Contacts.**

Contractor	County
Administrator: Chris Feinauer Phone: 801-534-6003 Email: <a href="mailto:christian.feinauer@usbank.com">christian.feinauer@usbank.com</a>	Administrator: Brian Nava Phone: 503-742-5995 Email: <a href="mailto:bnava@clackamas.us">bnava@clackamas.us</a>

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

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Upon ninety (90) days written notice, but not more than once per calendar year, County and their duly authorized representatives shall have access to those books, documents, papers, and records of Contractor that are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such period as may be required by applicable law, whichever is less, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

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

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$3,000,000 per occurrence, with an annual aggregate limit of \$5,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required– Privacy and Network Security. Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$5,000,000 per claim/annual aggregate.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.



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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that is paid for by County and provided to County by Contractor as a deliverable under this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to:

(a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

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

**16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise (except for an assignment due to a merger or acquisition), without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The term "subcontractor" does not include a vendor who, in the ordinary course of business, provides services or products to the Contractor and not directly to the County.

**17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall promptly stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's reasonable request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

**20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity.

**21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or

otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. 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.

**U.S. Bancorp, dba U.S. Bank National Association**

**Clackamas County**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

462395-88 ABN  
Oregon Business Registry #

Approved as to Form:

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

\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF WORK**

The County seeks state-of-the-art electronic and web-based banking capabilities to enable more efficient management of the County's public funds, while meeting all regulatory requirements and best practices.

Contractor will provide general banking, lockbox, merchant and card processing services to Clackamas County as outlined in the **City of Salem, RFP#134124 and resulting Contract** and described in the Contractor's response. A copy of the City of Salem Contract is attached as Exhibit C and hereby incorporated by reference.

The following additional Work are also made a part of this Contract:

- Clackamas County has accepted the "Full Treasury Management Pricing 2019" for general banking, lockbox, merchant and card processing services as proposed in their Comprehensive Pricing for Clackamas County Banking Services response based on the City of Salem response and attached as **Exhibit B**.
- Clackamas County will settle their account with US Bank annually on June 30<sup>th</sup>.
- Merchant and card processing services charges and fees will continue to be debited against Clackamas County's accounts as currently established.
- Additional services will be negotiated as needed.

**EXHIBIT B**  
**FULL TREASURY MANAGEMENT PRICING - 2019**

**EXHIBIT C**  
**CITY OF SALEM CONTRACT #134124**

**EXHIBIT D**  
**U.S. BANK MASTER SERVICES AGREEMENT, AMENDMENT #1**  
**U.S. BANK MASTER SERVICES AGREEMENT**  
**U.S. BANK TERMS AND CONDITIONS**





Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

December 12, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for an Intergovernmental Agreement between  
Clackamas Broadband eXchange and The City of Sherwood

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval to enter into an Intergovernmental Agreement (IGA) with the City of Sherwood for Internet Services (ISP) to businesses along the CBX fiber network.
<b>Dollar Amount and Fiscal Impact</b>	CBX will provide the funding for the expansion of the existing CBX network, up to \$3,000.00 per customer, to interested businesses along the CBX fiber network. CBX has these funds available in its current fiscal budget.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the monthly internet service fee.
<b>Duration</b>	Effective upon signature by the board the initial contract is for 5 years.
<b>Previous Board Action</b>	Board previously approved CBX to partner with the City of Sandy to provide ISP services to residents in the Kiwanis Project.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. Build public trust through good government.</li></ol>
<b>Contact Person</b>	Dave Devore (503)723-4996

**BACKGROUND:**

CBX is proposing an IGA to partner with the City of Sherwood to provide ISP services to businesses along the CBX fiber network. This is a partnership that will directly benefit the businesses in Clackamas County by providing fast, reliable and affordable internet services. CBX will be responsible for the physical infrastructure and the City of Sherwood will provide the internet service.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this Intergovernmental Agreement with the City of Sherwood. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Intergovernmental Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings  
CIO Technology Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND THE CITY OF SHERWOOD**

THIS AGREEMENT (“Agreement”) is entered into and by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Sherwood (“City”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

**RECITALS**

WHEREAS, authority is conferred under ORS Chapter 190 to 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; and

WHEREAS, the parties desire to partner for a fiber based business internet service whereby the City will serve as the Internet Service Provider (“ISP”) and the County will construct the necessary infrastructure and provide the dark fiber connections to the City’s customers (the “Project”).

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 by both Parties, and shall continue for a term of five (5) year from the date of execution.
2. **Rights and Obligations of the County.**
  - A. Upon written request from the City, County may construct the necessary infrastructure and install a dark fiber connection to customers who have agreed to have the City serve as an ISP. Infrastructure construction shall be performed by County in its sole discretion. The County is and will remain the owner of any infrastructure and dark fiber installed as part of said construction. Prior to County performing such construction, the County will consult with the City to ensure that the specifications of the infrastructure and fiber are compatible with City’s system. Prior to the County performing the construction, the City shall ensure the following construction and installation requirements are satisfied for each property to be served:
    - i. The City has secured all easements, leases, licenses, authorizations, or other agreements from property owner as determined necessary by County to allow County to use existing pathways to, into and within each site to the demarcation point for service, and to otherwise perform the infrastructure construction.
    - ii. A path acceptable to the County is provided for the fiber optic cable from the point of entry into the service site to the termination panel or CSP (Customer Splice Point) and into the home demarcation that complies with all applicable building, electrical, fire and related codes.
    - iii. The County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, have the right to reasonable ingress and egress into and out of the properties and buildings in connection with the provision of service.

- B. Following construction of such infrastructure, and throughout the term of this Agreement, County shall maintain and repair, as necessary, all County-owned infrastructure necessary to provide service to each customer receiving service pursuant to this Agreement. County shall have the sole discretion to determine how to maintain said infrastructure and make the required repairs, provided that (1) the repair is sufficient to restore service at a level equal to or better than the level that existed prior to the damage necessitating the repair, and (2) the repair is completed promptly, and in any event no later than forty-eight (48) hours after County is notified of the need for repair.
- C. Subject to the availability of funds, as determined by the County in its sole administrative discretion, the County will provide up to but not to exceed \$3,000.00 for the expansion of the fiber network to serve each customer. If the construction cost will exceed \$3,000.00, the City will collect the additional funds from the customer and distribute the funds to County either in lump sum or an agreed amount over the term of the customer's service order.
- D. County will secure all franchises, licenses, or other authorizations necessary for operating in the appropriate utility right of way ("ROW"). County will be responsible for paying all ROW specific fees and taxes. City will collect those fees and taxes on the County's behalf and transmit to County.

**3. Rights and Obligations of City.**

- A. If County performs the infrastructure construction necessary to serve a customer, the City will provide ISP services to the customer pursuant to those terms and conditions as may be mutually agreed to between the City and the customer. County will have no involvement or interest in, and will not be a party to, any such agreement entered into by and between City and the customer.
- B. In serving as an ISP, City shall provide all commercially reasonable ISP services including, but not limited to, IP addresses, billings, and general customer service. Customer service will be available Monday through Friday from 9 am to 5 pm, excluding federal holidays.
- C. As of the date of this Agreement, City will provide ISP services to customers at a minimum cost of \$305.00 per month per customer for a symmetrical 1 Gig service. Of the fees actually collected from each customer each month, \$105.00 will be distributed by the City to the County. Minimum cost does not include any fees or taxes that may be imposed on City or County, which may be added to the customer's cost.
- D. Rate increases shall occur no more than once per year and shall be mutually agreed upon by both parties and memorialized in an amendment to this agreement, unless the increase is (1) related to a government-imposed fee or tax., or (2) an amount not related to a government-imposed fee or tax which is not greater than three percent (3%) per year

**4. Location.**

- A. The rights and obligations of the Parties pursuant to this Agreement apply only in the geographic area served by the Clackamas County fiber network.

**5. Representations and Warranties.**

- A. *City representations and warranties:* City represents and warrants to County that City 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 City enforceable in accordance with its terms.

- B. *County Representations and Warranties*: County represents and warrants to City that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. The County and City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or 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 after such notice, or other time as may be agreed between the parties in writing, 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 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. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under 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 a 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.
- F. Upon termination of this Agreement, regardless of cause, County's obligations under this Agreement shall nevertheless remain in full force and effect with regard to any customers then being served under this Agreement, for a period of time equal to the term of any service order then in effect for such customer, or one year, whichever is less.

**7. 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 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 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, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which City has a right to control.

8. **Insurance.** The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

## 9. Party Contacts

A. Duke Dexter or his designee will act as liaison for the County.

Contact Information:

Duke Dexter  
121 Library Court  
Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
Fax: 503-655-8255

Brad Crawford or his designee will act as liaison for City.

Contact Information:

Brad Crawford  
22560 SE Pine St  
Sherwood, Oregon 97140  
[crawfordb@ci.sherwood.or.us](mailto:crawfordb@ci.sherwood.or.us)  
(503) 625-4203

B. 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.

## 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 without giving effect to the conflict of law provisions thereof. Any claim between County and City 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 either Party 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. City, 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 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.** The Parties 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. The Parties 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 each Party shall permit the other Parties’ authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the 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 regarding its subject matter. 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.** City 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. **Assignment.** Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** The provisions of Sections 5, 7, and 10 shall survive the termination of 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.
- 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 City nor County shall be held responsible for delay or default caused by events outside of City's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war.
- Q. **Confidentiality.** The Parties and their employees or agents may, in the course of this Agreement, be exposed to or acquire material identified as confidential information. Such information shall be deemed confidential information of the Party identifying it as such ("Confidential Information"). The Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that each Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

R. **Notice.** Any notice required to be provided under this Agreement shall be provided to the Party Contact at the address specified in Section 9 of this Agreement. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal.

S. **Dispute Resolution.** Should any dispute arise between the parties, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

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

**Clackamas County**

**City of Sherwood**

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

\_\_\_\_\_  
Keith Mays, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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





Dave Cummings  
Chief Information Officer

## Technology Services

Board of County Commissioners  
Clackamas County

Members of the Board:

### **Approval to Purchase HPE Nimble Primary Storage and Annual Support from CDW-G**

<b>Purpose/ Outcomes</b>	Seeking approval to Purchase Additional HPE Nimble Storage primary disk storage capacity from a Cooperative Contract with CDW-G.
<b>Dollar Amount and Fiscal Impact</b>	\$329,826.91
<b>Funding Source</b>	Planned Capital expense from TS 747-0227 capital fund
<b>Duration</b>	Storage capacity is a onetime cost, annual support and maintenance is for five (5) years.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Build a Strong Infrastructure 2. Build public trust through good government.
<b>Counsel Review</b>	Counsel reviewed/approved transaction method on 10/3/2019.
<b>Contact Person</b>	Dave Devore (503)-723-4996

#### **BACKGROUND:**

Clackamas County Technology Services began using HPE Nimble for all primary production disk storage. TS manages and expands it as needed to keep up with our growing needs.

We are currently at approximately 75% of available capacity and project to run out in the near future. Additionally, components of the current system are nearing end-of-life and require replacement. As such, there is presently a need to further expand primary storage capacity and extend the annual support and maintenance for five years - the amount of time that we can reasonably plan to continue using this technology.

TS does employ solutions from other storage vendors for other use cases such as data backups and CCTV storage. Those solutions are not in scope for this request.

#### Procurement Process

Technology Services staff obtained four (4) quotes from vendors for the exact same HPE Nimble Storage capacity and services. The quotes ranged \$329,826.91 (from CDW-G) to \$404,036.58. Three of the quotes, including the lowest cost quote, were under contracts that meet the requirements of Permissive Cooperative Procurements under LCRB Rule C-046-0430. By obtaining multiple quotes and taking advantage of a special pricing offer under a cooperative

contract, Technology Services was able to realize substantial cost savings for the County. In accordance with LCRB Rule C-046-0440, the Procurement Office posted notice of its intent to make this purchase on November 6, 2019 and received no public comments during or after the seven day posting period. County Counsel has reviewed and approved the cooperative contract and this transaction method.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the purchase of additional HPE Nimble Storage primary disk capacity expansion and annual maintenance and support from CDW-G by the Procurement Office executing a Purchase Order according to the State of Oregon Cooperative "IT Hardware VAR Contract (5603).

Respectfully submitted,

Dave Cummings  
CIO Technology Services

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



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

December 12, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Resolution 2019-\_\_\_ for a North Clackamas Parks and Recreation District Supplemental Budget (Less Than Ten Percent and Budget Reduction) for FY 2019-20

<b>Purpose/Outcomes</b>	Approval of a resolution for a North Clackamas Parks and Recreation District supplemental budget change less than ten percent and transfer of appropriations for fiscal year (FY) 2019-20
<b>Dollar Amount and Fiscal Impact</b>	The effect is a <i>decrease</i> in appropriations of (\$29,586)
<b>Funding Source</b>	Fund Balance and System Development Charges
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> <li>• Build a strong infrastructure</li> <li>• Grow a vibrant economy</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Previous Board Action</b>	<i>June 27, 2019 Business Meeting – Resolution Adopting the North Clackamas Parks &amp; Recreation District’s 2019-2020 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020</i>
<b>Counsel Review</b>	This has been reviewed and approved by County Counsel on November 26, 2019.
<b>Contact Person</b>	Elizabeth Gomez, <i>NCPRD Financial Operations Manager</i> , 503-742-4352

**BACKGROUND:**

Each fiscal year it may become necessary to reduce allocations, allocate additional sources of revenue, transfer budgeted appropriations, and appropriate additional expenditures to more accurately meet the changing requirements of the North Clackamas Parks and Recreation District.

The attached resolution reflects such changes requested in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471, which allows for governing body approval of supplemental budget changes for items less than ten percent of the qualifying expenditures of the budget fund(s) being adjusted.

- The **General Fund** is recognizing additional unanticipated Special Use Permit revenue and increasing appropriations to the Administration Category in the amount of \$114,000 for program supplies.
- The **System Development Charges Fund – Zone 2** is increasing Transfers to Other Funds and decreasing appropriations to Capital Outlay in the amount of \$250,000 for the Boardman Wetland Project.
- The **Capital Projects Fund** is recognizing additional Interfund Transfer from Fund 282 revenue and increasing appropriations to Capital Outlay in the amount of \$250,000 for the Boardman Wetland Project.
- The **Capital Projects Fund** is recognizing lower than anticipated fund balance in the amount of \$393,586 and decreasing appropriations to Capital Outlay by the same amount.

The effect of this Resolution is a decrease in appropriations of (\$29,586) including revenues as detailed below:

General Fund – Administration	\$ 114,000
System Development Charges Fund – Zone 2 Transfers to Other Funds	250,000
System Development Charges Fund – Zone 2 Capital Outlay	(250,000)
Capital Projects Fund - Capital Outlay	250,000
Capital Projects Fund - Capital Outlay	(393,586)
<b>Total Recommended</b>	<b>\$ (29,586)</b>

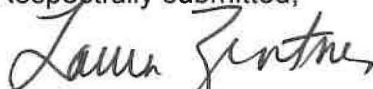
**RECOMMENDATION:**

Staff respectfully recommends the Board approve Resolution 2019-\_\_\_\_\_, including Exhibits A and B, in keeping with a legally accurate budget.

**ATTACHMENTS:**

1. Resolution 2019-\_\_\_ Providing Authorization for Adoption of a Supplemental Budget for Items Less than 10 Percent of Total Qualifying Expenditures, Transferring and Making Appropriations for Fiscal Year 2019-2020.

Respectfully submitted,



Laura Zentner, Director  
Business and Community Services

**BEFORE THE BOARD OF  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution Providing  
Authorization for Adoption of a  
Supplemental Budget for Items Less than  
10 Percent of Total Qualifying  
Expenditures, Transferring and Making  
Appropriations for Fiscal Year 2019-2020



Resolution No. 2019-\_\_\_\_  
*Page 1 of 3*

**Whereas**, during the fiscal year changes in appropriated expenditures may become necessary and appropriation may need to be increased, decreased or transferred from one appropriation category to another, as detailed in the attached Exhibits A and B which are by this reference made a part of this Resolution;

**Whereas**, a supplemental budget for the period of July 1, 2019 through June 30, 2020, inclusive, has been prepared and submitted to the District taxpayers as provided by statute;

**Whereas**, the funds being adjusted are:

- North Clackamas Parks and Recreation District General Fund
- North Clackamas Parks and Recreation District System Development Charges Fund – Zone 2
- North Clackamas Parks and Recreation District Capital Projects Fund

**NOW THEREFORE, the Clackamas County Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District resolves as follows:**

Pursuant to ORS 294.471, the supplemental budget is adopted and appropriations established as shown in the attached Exhibit A and Exhibit B.

**DATED** this 12<sup>th</sup> day of December, 2019

**BOARD OF COUNTY COMMISSIONERS ACTING AS THE BOARD OF DIRECTORS  
OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
Exhibit A  
Transfer Request  
December 12, 2019**

Recommended items by revenue source:

**North Clackamas Parks and Recreation District**  
**System Development Charges Fund - Zone 2 - Fund 282**

Expenditures:

Transfers to Other Funds	\$ 250,000
Capital Outlay	<u>(250,000)</u>
Total Expenditures	<u><u>\$ -</u></u>

The North Clackamas Parks and Recreation District System Development Charges Fund - Zone 2 is decreasing the *Capital Outlay* category and increasing the *Transfers to Other Funds* category for unanticipated additional costs for the Boardman Wetland Nature project.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**  
**Exhibit B**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**December 12, 2019**

Recommended items by revenue source:

**North Clackamas Parks and Recreation District**  
**General Fund - Fund 113**

Revenues:	
Special Use Permit	\$ 114,000
Total Revenues	<u>\$ 114,000</u>
Expenditures:	
Administration	\$ 114,000
Total Expenditures	<u>\$ 114,000</u>

The North Clackamas Parks and Recreation District General Fund is recognizing unanticipated Special Use Permit revenue and recognizing additional appropriation in the *Administration* category for program supplies.

**North Clackamas Parks and Recreation District**  
**Capital Projects Fund - Fund 480**

Revenues:	
I/F Transfer from Fund 282	\$ 250,000
Total Revenues	<u>\$ 250,000</u>
Expenditures:	
Capital Outlay	\$ 250,000
Total Expenditures	<u>\$ 250,000</u>

The North Clackamas Parks and Recreation District Capital Projects Fund is recognizing additional Interfund Transfers and increasing the *Capital Outlay* category for expenses related to the Boardman Wetland Natural Area project.

**North Clackamas Parks and Recreation District**  
**Capital Projects Fund - Fund 480**

Revenues:	
Beginning Fund Balance	\$ (393,586)
Total Revenues	<u>\$ (393,586)</u>
Expenditures:	
Capital Outlay	\$ (393,586)
Total Expenditures	<u>\$ (393,586)</u>

The North Clackamas Parks and Recreation District Capital Projects Fund is recognizing lower than anticipated fund balance and reducing appropriations in the *Capital Outlay* category.



December 12, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District for a Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2019-2020

<b>Purpose/Outcomes</b>	Approval of a resolution for a supplemental budget less than ten percent for the Library Service District for fiscal year 2019-2020.
<b>Dollar Amount and Fiscal Impact</b>	The Library District is recognizing additional fund balance and increasing appropriations in the amount of \$69,921.
<b>Funding Source</b>	Beginning fund balance
<b>Duration</b>	July 1, 2019 through June 30, 2020
<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>June 27, 2019 Business Meeting</i> – Approval of a Resolution for the Library Service District of Clackamas County Adopting a 2019/2020 Fiscal Year Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020</li></ul>
<b>Counsel Review</b>	This resolution was reviewed and approved by County Counsel on December 2, 2019.
<b>Contact Person</b>	Laura Zentner, <i>BCS Director</i> , 503-742-4351 Greg Williams, <i>BCS Deputy Director</i> , 503-742-4399

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471.

The **Library Service District Fund** is recognizing a higher beginning fund balance in the amount of \$69,921 and recognizing an increase of expenditures in the Special Payments Category in the amount of \$69,921.

The attached resolution reflects the above-mentioned changes by category in keeping with a legally accurate budget.

**RECOMMENDATION:**

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



**ATTACHMENTS:**

- Resolution No. \_\_\_\_\_ Providing Authorization for Adoption of a Supplemental Budget for Items Less than 10 Percent of Total Qualifying Expenditures, Transferring and Making Appropriations for Fiscal Year 2019-2020.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Laura Zentner". The signature is written in a cursive style with a large initial "L".

Laura Zentner  
Director, Business & Community Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
ACTING AS THE GOVERNING BODY OF THE  
CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT  
OF CLACKAMAS COUNTY, STATE OF OREGON**

A Resolution of the Board of County Commissioners Acting as the Governing Body of the Clackamas County Library Service District Adopting a Supplemental Budget for Items Less than 10 Percent of Total Qualifying Expenditures, Transferring and Making Appropriations for Fiscal Year 2019-2020



Resolution No. \_\_\_\_\_

**WHEREAS**, during the fiscal year 2019-2020 changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased, or transferred from one appropriation category to another, as detailed in Exhibit A which is attached hereto and incorporated into this Resolution by this reference herein;

**WHEREAS**, a supplemental budget for the period of July 1, 2019 through June 30, 2020, inclusive, is necessary to authorize the expenditure of funds for the needs of District residents;

**WHEREAS**, the fund being adjusted is:

Clackamas County Library Service District Fund

**NOW THEREFORE**, the Clackamas County Board of County Commissioners, acting as the governing body of the Clackamas County Library Service District, resolves as follows:

Pursuant to ORS 294.471, the supplemental budget and appropriations is hereby established in the amounts shown in the attached Exhibit A.

**DATED** this 12<sup>th</sup> day of December, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
Exhibit A  
**CHANGES OF LESS THAN 10% OF BUDGET**  
December 12, 2019

**LIBRARY SERVICE DISTRICT FUND**

Increase Revenues:	
Beginning Fund Balance	\$ 69,921
Total	<u>\$ 69,921</u>
 Increase Expenditures:	
Special Payments	\$ 69,921
Total	<u>\$ 69,921</u>

The Library Service District Fund is recognizing additional beginning fund balance in the amount of \$69,921 and recognizing additional expenditures in the Special Payments category (Payments to Local Governments & Other Special Payments) in the amount of \$69,921.



Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Amendment #4 between  
 Water Environment Services and Tyler Technologies, Inc. for  
Incode 10 Upgrade**

<b>Purpose/Outcomes</b>	Execution of Amendment #4 between Water Environment Services and Tyler Technologies, Inc. for Incode 10 Upgrade.
<b>Dollar Amount and Fiscal Impact</b>	The amendment amount is \$211,140.00. Funds are budgeted in Water Environment Services' fiscal year budget. Total Contract not to exceed \$411,603.90.
<b>Funding Source</b>	WES Rate Revenue No general funds are impacted
<b>Duration</b>	Effective upon signature and shall continue for three (3) years with extension options
<b>Previous Board Action</b>	Original contract approved 09/20/01 III-1.
<b>Strategic Plan Assignment</b>	1. This system supports WES' Strategic Plan results that improve enterprise resiliency, infrastructure strategy and performance, and product quality. 2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
<b>Counsel Approval</b>	Approved as to form on December 3, 2019
<b>Contact Person</b>	Matt House, <a href="mailto:MattHou@clackamas.us">MattHou@clackamas.us</a> 503-742-4601 or Doug Waugh, <a href="mailto:DougWau@clackamas.us">DougWau@clackamas.us</a> 503-742-4564

**BACKGROUND:**

On August 28, 2001, Tyler Technologies, Inc. was contracted with for the acquisition of utility billing software, related professional services and maintenance & support. Amendments 1, 2, and 3 supported enhancements of the system.

This amendment is for the implementation of the Incode 10 IVR (Interactive Voice Response) Solution for Utility Billing phone payments and EasyPay Online components to improve transactional efficiencies and the overall WES customer experience. There is no installation costs, only usage costs of \$0.85 per customer transaction. We have estimated the services fees to be \$211,140 over a 3-year period.

Approval of this contract is being requested under the Local Contract Review Board Rule C-047-0288 (15) where the efficient use of an existing equipment or supplies requires compatible products or services of a particular product or service without obtaining competitive bids or proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Amendment #4 to the Contract between Water Environment Services and Tyler Technologies, Inc.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Procurement and Contract Services.

**AMENDMENT #4  
TO THE CONTRACT DOCUMENTS WITH TYLER TECHNOLOGIES, INC. FOR INCODE 10  
UPGRADE FOR WES  
Contract #2033**

This Amendment #4 is entered into between Tyler Technologies, Inc. (“Contractor”) and Water Environment Services (“Client”) and shall become part of the Contract documents entered into between both parties on August 28, 2001, and as subsequently amended (“Agreement”).

The Purpose of this Amendment #4 is to make the following changes to the Agreement:

1. Client is adding the IVR (Interactive Voice Response) Solution for Utility Billing Phone Payments and EasyPay Online components to improve transactional efficiencies and the overall WES customer experience. Contractor Hosted Application Agreement is attached as **Exhibit A** and hereby incorporated by reference.
2. **Compensation** is hereby amended as follows:  
There is no programming or set up fees associated with adding this feature; however, there is a \$0.85 cent transaction fee for the IVR **or** EasyPay Online for each utility customer that uses this service. Client has estimated three (3) years of service and the total cost associated for offering this service, attached as **Exhibit B** and hereby incorporated by reference. The estimated service fees for three (3) year term is \$211,140.00.

ORIGINAL CONTRACT	\$ 137,899.00
AMENDMENT #1	\$ 13,789.90
AMENDMENT #2	\$ 37,077.00
AMENDMENT #2 - Adjustment	\$ 5,698.00
AMENDMENT #3	\$ 6,000.00
<b><u>AMENDMENT #4</u></b>	<b><u>\$ 211,140.00</u></b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 411,603.90</b>

3. This Amendment 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.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

**Tyler Technologies, Inc.**

**Water Environment Services**

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

\_\_\_\_\_  
Chair

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

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

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
County Counsel    Date

## **EXHIBIT A**



## **EXHIBIT B**