



Commissioners encourage public to attend public meeting digitally.

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

# AGENDA \*Revised

Public Hearing I.1 remove for further staff review

**Thursday, April 23, 2020 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-30

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

**I. 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. \***REMOVED** - First Reading of Ordinance No. \_\_\_\_\_ Amending Clackamas County Code Section 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures for Clackamas County Employees (Andrew Narus, County Counsel)
2. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2019-2020 (Elizabeth Comfort, Finance)

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

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

1. Approval of an Intergovernmental Agreement No. 55207 with Lane County, for On-line Food Handlers Training/Testing Project – *Public Health*

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

1. Approval of an Intergovernmental Agreement with Portland State University Institute for Sustainable Solutions

### **C. Finance Department**

1. Approving the Submission of the Assessor's CAFFA Grant Application for FY 2020-2021
2. Approval of a Resolution for a Clackamas County Supplemental Budget (Less than 10%) and Transfers for Fiscal Year 2019-2020

**D. Juvenile Department**

1. Approval of Amendments No. 8 to the Intergovernmental Agreement with Multnomah County for Assessment & Evaluation Program Beds for Youth

**E. Technology Services**

1. Approval for Amendment No. 1 to the Service Level Agreement with Metro Area Joint Computer Aided Dispatch System for a Redundant Route between Clackamas County 911 and Washington County 911

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

1. Resolution No. \_\_\_\_\_ for North Clackamas Parks and Recreation District for Transfer of Appropriations for Fiscal Year 2019-2020
2. Approval of a Revised Deed to Transfer Village Green Park Pursuant to the Settlement Agreement with the City of Happy Valley

**IV. WATER ENVIRONMENT SERVICES**

1. Resolution No. \_\_\_\_\_ for a Transfer of Appropriations for Fiscal Year 2019-2020 for Water Environment Services
2. Approval of a Contract with N.T.A. Contracting, Inc. for the Last Road Sewer Relay and Asphalt Pavement Improvements - *Procurement*

**V. 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.)*

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. 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>**



Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

Public Services Building

2051 Kaen Road, Suite 490 | Oregon City, OR 97045

April 23, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2019-2020

Purpose/Outcome	Supplemental budget change FY 2019-2020
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$1,750,000
Funding Source	Local government and other agencies
Duration	July 1, 2019-June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019 and amended January 16, 2020
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

**BACKGROUND:**

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

The Disaster Management Fund is transferring from contingency and budgeting for costs related to the COVID-19 event.

The Health, Housing and Human Services Administration Fund is aligning its budget to better account for actual costs associated with the Affordable Housing Policy Level Proposal disbursements. This fund is also reducing its Interfund transfer to the Social Services Fund.

The Community Development Fund is recognizing additional funding from the City of Gladstone and the Clackamas County Children's Commission and budgeting for project costs associated with these programs.

The effect of this Resolution is an increase in appropriations of \$1,750,000 including revenues as detailed below

Local Government and Other Agencies	<u>\$ 1,750,000.</u>
Total Recommended	<u>\$ 1,750,000.</u>

**RECOMMENDATION:**

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

Sincerely,



Elizabeth Comfort  
Interim Finance Director



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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items  
Greater Than 10 Percent of the Total  
Qualifying Expenditures and Making  
to Appropriations for Fiscal 2019-20



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

*Page 1*

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

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

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on April 23, 2020.

WHEREAS; the funds being adjusted are:

- . Disaster Management Fund
- . Health, Housing and Human Services Administration Fund
- . Community Development Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2019 through June 30, 2020.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

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

**DATED** this 23rd day of April 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**April 23, 2020**

Recommended items by revenue source:

Local Government and Other Agencies	\$ 1,750,000
Total Recommended	\$ 1,750,000

**DISASTER MANAGEMENT FUND**

Expenses:	
Public Safety and Protection	\$ 227,000
Not Allocated to Organizational Unit	
Contingency	(227,000)
Total Expenditures	\$ -

Disaster Management Fund is transferring from contingency and budgeting for costs related to the COVID-19 event.

**HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND**

Expenses:	
Health and Human Services	\$ (308,918)
Not Allocated to Organizational Unit	
Interfund Transfer	(60,000)
Special Payments	659,226
Contingency	(290,308)
Total Expenditures	\$ -

Health, Housing and Human Services Administration Fund is aligning its budget to better account for actual costs associated with the Affordable Housing Policy Level Proposal disbursements. This fund is also reducing its Interfund transfer to the Social Services Fund.

**COMMUNITY DEVELOPMENT**

Revenues:	
Local Government and Other Agencies	\$ 1,750,000
Total Revenue	\$ 1,750,000
Expenses:	
Health and Human Services	\$ 1,750,000
Total Expenditures	\$ 1,750,000

Community Development Fund is recognizing additional funding from the City of Gladstone and the Clackamas County Children's Commission and budgeting for project costs associated with these programs.



**Richard Swift**  
*Director*

April 23, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #55207 with Lane County,  
for On-line Food Handlers Training/Testing project.

<b>Purpose/Outcomes</b>	The agreement allows Clackamas County Public Health, to facilitate Lane County's On-line Food Handlers Training/Testing project.
<b>Dollar Amount and Fiscal Impact</b>	This is a no Maximum Revenue Agreement. Reimbursement is based on number of tests administered.
<b>Funding Source</b>	Fee for services. No County General Funds are involved.
<b>Duration</b>	Effective February 1, 2020 and terminates on December 31, 2022
<b>Previous Board Action</b>	Previous Board Actions on June 14, 2018 – Agenda item 061418-A2, June 8, 2017 – Agenda item 060817-A6
<b>Strategic Plan Alignment</b>	1. Efficient and effective services 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on April 8, 2020
<b>Contact Person</b>	Richard Swift, Interim Public Health Director – 503-650-5694
<b>Contract No.</b>	9688

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with Lane County for on-line food handler's training/testing. The Public Health Division has partnered with Lane County to allow Clackamas County Residents access to an on-line food handler's test administered by Lane County. For each test administered, Lane County will compensate Clackamas County for 80% of the collected fees.

The Agreement is effective February 01, 2020 and continues through December 31, 2022. This Agreement is retro-active due to late receipt from Lane County and extended language negotiations.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9688	<b>Division:</b> PH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Hamilton, Julie	<input type="checkbox"/> Amend # \$
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, April 23, 2020

**CONTRACT WITH:** Lane County

**CONTRACT AMOUNT:** No Maximum

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 2/1/2020 - 12/31/2022

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

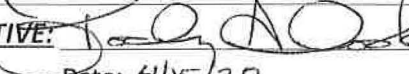
No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Kathleen Rastetter    Date Approved: Wednesday, April 8, 2020  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  H3S Deputy  
Date: 4/15/20

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Public Health

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Lane County

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 4/23/2020

**PURPOSE OF**

**CONTRACT/AGREEMENT:** On-line Food Handler's Tests

**H3S CONTRACT NUMBER:** 9688

## Lane County Intergovernmental Agreement

THIS Intergovernmental Agreement is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and CLACKAMAS COUNTY, hereinafter referred to as AGENCY, for the period commencing February 01, 2020 to and including December 31, 2022. WHEREAS, ORS 190.010 provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the Agreements, it officers or agents have authority to perform; and

WHEREAS, The Parties maintain local public health authority, as provided for under ORS 431.413 and the Parties have the powers, duties and functions enumerated in ORS 624.510; and

WHEREAS The Parties have each entered into an intergovernmental agreement with OHA under ORS 624.510 to undertake primary responsibility for the delivery of the foodborne illness prevention program services within the jurisdiction of a local public health authority; and

WHEREAS, Payment to Agency by County will not exceed \$220,000 over the life of the Agreement, with COUNTY making payment in accordance with the guidelines set forth in Exhibit C; and WHEREAS, COUNTY and AGENCY are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The terms of this Intergovernmental Agreement are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 12-02-2019

EXHIBIT B dated 12-03-2019

EXHIBIT C dated 12-03-2019

Regardless of any statement to the contrary in this Intergovernmental Agreement, EXHIBIT A are not relevant to this Intergovernmental Agreement

<b>CLACKAMAS COUNTY</b>	<b>Federal I.D.:</b>
_____ Authorized Signature	_____ Date

<b>Lane County, Oregon</b>	
County: _____ Steve Mokrohisky County Administrator	Originator: Collette M. Christian Program Services Coord 2 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401

Insurance Reviewed:



## LANE COUNTY INTERGOVERNMENTAL AGREEMENT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to COUNTY by AGENCY as noted on the previous pages, for the period of this agreement as previously designated, it is mutually agreed as follows:

1. Services. COUNTY shall perform as an independent contractor, and not as an agent of the AGENCY the necessary services to conduct the specific programs described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget by this reference made a part hereof.
2. Client Confidentiality: No information contained in a client record shall be disclosed if such disclosure is prohibited by ORS 179.505 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Division implementing the foregoing laws, or any other applicable federal or state confidentiality law.
3. Labor Laws. AGENCY agrees to comply with all federal, state and local labor laws which are applicable to the execution of this contract. AGENCY agrees that all subject employers working under this agreement are either employers that will comply with ORS 656.107 or are employers that are exempt under ORS 656.126.
4. Tax Laws. By execution of this agreement, AGENCY certifies, under penalty of perjury, that, to the best of AGENCY's knowledge, AGENCY is not in violation of any tax laws described in ORS 305.380(4).
5. Settlement of Disputes. Differences between AGENCY and COUNTY, or between agencies, which do not involve grounds for termination, will be resolved when possible at appropriate levels, followed by consultation between boards if necessary.
6. Indemnity/Hold Harmless. Each of the parties agrees to indemnify and save the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever and to defend all claims, proceedings, lawsuits, and judgments resulting from, arising out of, or relating to the operations of its responsibilities under this agreement. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.
7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
8. Amendments. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. AGENCY, by signature of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.
9. No Third Party Beneficiaries: COUNTY and AGENCY 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.



10. Severability: The parties agree that, 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.
11. Termination: The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement upon thirty (30) days' written notification to the other party.
12. Exhibits: This contract consists of the following exhibits attached hereto and by this reference made a part hereof:
  - a. Exhibit B – Scope of Agreement
  - b. Exhibit C – Reimbursement Rates

**Exhibit A**

**Additional Terms and Conditions**

**Not Applicable**

**Exhibit B**  
**Program Plan**

**EXHIBIT B  
PROGRAM PLAN  
SCOPE OF AGREEMENT**

**AGENCY will:**

- a) By means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance.
- b) If necessary, provide local, in-person food handler training program and issue food handler cards to individuals who have successfully completed the in-person food handler training program at AGENCY's designated location.
- c) Agree to contract only with COUNTY for those services provided for in this Agreement for the duration of this Agreement.
- d) List the Lane Food Handler Card website on AGENCY's website. Within two (2) weeks of signing this Agreement, provide OHA the most recent link to the Lane Food Handler Card website and request OHA replace AGENCY's website with the Lane Food Handler Card website link on OHA's list of online food handler issuance websites.
- e) Agree that COUNTY is not liable for interruption of program services or loss of revenue during construction, development or implementation of requested changes to Food Handler Card website.

**COUNTY will:**

- a) Maintain local public health authority as provided for under ORS 431.413 and, by means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance. Provide in-person food handler training and card issuance, if needed
- b) Provide and maintain on-line food handler card training and testing service on a specified website where residents of AGENCY may train, test and be issued a food handler card valid throughout the State of Oregon for a period of three years. Residents of AGENCY's County will enter the Lane Food Handler Card website via an online search mechanism or by referring to Agency/State websites.
- c) Provide AGENCY with support services during normal business hours. If website location changes, COUNTY must provide AGENCY the new location (url), or re-direction information, with a minimum 30 day written notice.
- d) Issue food handler card(s) to individuals who have successfully trained and tested via the Lane Food Handler Card website. Food handler cards issued via the Lane Food Handler Card website will include the Lane County Public Health logo and will be valid throughout the State of Oregon for a period of three years from the date of issuance.
- e) Maintain a Merchant ID account for the Food Handler Card website to permit on-line payment services using Visa or Mastercard. On-line payment for services will occur at a secure website

via triple-encryption or other secure technology, ensuring PCI compliance. Rates for program services are established pursuant to ORS 624.570(5).

- f) Reimburse AGENCY a portion of Food Handler Card fees received from those residents of Agency accessing the Lane Food Handler Card website. Pursuant to ORS 624.570(5), COUNTY retains the right to assess a new program fee each time a participant takes, or retakes, all or part of a program or certification exam, or requests a duplicate certificate of completion. COUNTY will reimburse AGENCY a portion of all program fees assessed pursuant to ORS 624.570(5). (See Exhibit C for reimbursement rates under this Agreement.)
- g) Agree that AGENCY and its duly authorized representatives may have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. COUNTY will retain and keep accessible such books, documents, papers, and records for the period of time required by state law.
- h) Allocate AGENCY portion of the food handler fees on a quarterly basis, unless the value of those fees is less than \$500. In the case the funds to be allocated in a given quarter is less than \$500, COUNTY may elect to allocate payment twice annually. In this case, COUNTY will notify AGENCY of the amount generated and to be held until the following quarter.
- i) Provide annual reporting of the number of transactions completed on AGENCY's behalf to the Oregon Health Authority and to the Agency.

**Exhibit C**

**Budget**

EXHIBIT C  
BUDGET  
REIMBURSEMENT RATES

Food Handler Card program fees are set pursuant to OAR 333-175-0101.

**PROGRAM FEES:**

Pursuant to OAR 333-175-0101, COUNTY charges a \$10.00 program fee each time a participant takes or retakes all or part of a program or certification exam.

COUNTY agrees to reimburse AGENCY a portion of all program fees charged its residents. COUNTY agrees to reimburse AGENCY on a quarterly basis (unless the value of those fees is less than \$500.00 as stated in Exhibit B). COUNTY will identify the reimbursement rate each quarter.

COUNTY will retain an amount of no less than two (2) dollars per program fee charged and no more than five (5) dollars per program fee charged for administrative costs.

**DUPLICATE CERTIFICATES:**

Pursuant to OAR 333-175-0101, COUNTY may charge a fee not to exceed \$5.00 for duplicate certificates of program completion. COUNTY reserves the right to charge a fee for each duplicate certificate issued.

COUNTY agrees to reimburse AGENCY a portion of all fees charged its residents for duplicate certificates issued. COUNTY agrees to reimburse AGENCY on a quarterly basis (unless the value of those fees, along with program fees charged above, is less than \$500.00 as stated in Exhibit B). COUNTY will identify the reimbursement rate each quarter.

COUNTY will retain an amount of no less than twenty (20) percent per duplicate certificate fee charged and no more than fifty (50) percent per duplicate certificate fee charged for administrative costs.

COUNTY agrees to provide AGENCY written notice no less than thirty (30) days prior to implementing duplicate certificate fees.



**DAN JOHNSON**  
DIRECTOR

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

April 23, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
Portland State University Institute for Sustainable Solutions

<b>Purpose/Outcome</b>	The Institute for Sustainable Solutions (ISS) at Portland State University will support the development of the county-wide climate action plan through research, evaluation, and project support.
<b>Dollar Amount and Fiscal Impact</b>	\$40,000.00
<b>Funding Source</b>	DTD - Sustainability & Solid Waste (franchise fees)
<b>Duration</b>	Date of IGA signature through March 31, 2021
<b>Previous Board Action/Review</b>	Board has given direction for development of a climate plan.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. DTD Strategic Plan: includes supporting the development of a county climate plan.</li> <li>2. BCC Performance Clackamas: This item supports the goal to develop a climate plan for the County (relating to honoring, promoting and investing in natural resources). Addressing climate change also supports other priorities including health, sustainable infrastructure, and a vibrant economy.</li> </ol>
<b>Counsel Review</b>	Reviewed and approved by County Counsel on February 25, 2020 (AN)
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? <b>NO</b></li> <li>2. If no, provide brief explanation: <b>item is an IGA</b></li> </ol>
<b>Contact Person</b>	Eben Polk – (503) 742-4470

**BACKGROUND:**

The Clackamas County Sustainability & Solid Waste program (S&SW) of the Department of Transportation and Development requests approval of the attached Intergovernmental



Agreement with Portland State University. This agreement will allow the Institute for Sustainable Solutions to support the County in identifying and implementing best practices for a climate action plan that is effective and in alignment with county values. It will also support real-time evaluation during the planning process.

**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is written in a cursive, flowing style.

Eben Polk, Supervisor  
Department of Transportation and Development  
Sustainability & Solid Waste Program

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND Portland State University**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Portland State University, through its Institute for Sustainable Solutions ("Agency"), a unit of local government under ORS Chapter 190, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

*County is currently engaged in long-term climate planning efforts. Agency is willing to assist the County in those efforts including, but not limited to, helping the County to understand current best practices in climate plan structure, process, and evaluation, and local context for such planning.*

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

**TERMS**

4-3-2020 new end  
date approved for

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or March 31, 2021 ~~2020~~, whichever is sooner. County and Agency acknowledge that Work, defined below, was performed prior to execution of this Agreement. County and Agency hereby approve and ratify the Work completed before the date of execution of the Contract, but not earlier than July 1, 2019. The Work previously performed is and shall remain subject to the terms and conditions of this Agreement. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed forty thousand dollars (\$40,000) for accomplishing the Work required by this Agreement, as detailed in the budget attached hereto as Exhibit B and incorporated by herein.
4. **Payment.** Unless otherwise specified, the Agency shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. Invoices shall be submitted to County's liaison listed in Article 9.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and

County - EP

EP

this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

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

## 6. **Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. County may terminate this Agreement in the event County fails to receive expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments or 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 County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## 7. **Indemnification.**

- A. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and to the extent permitted under law, including without limitation, the Oregon Constitution, Article XI, Section 7, Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its agents, or employees. The Agency agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation

and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Agency settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

However, neither County nor any attorney engaged by County shall defend the claim in the name of Agency or any department of Agency, nor purport to act as legal representative of Agency or any of its departments, without first receiving from the Agency's General Counsel's Office authority to act as legal counsel for Agency, nor shall County settle any claim on behalf of Agency without the approval of the Agency's General Counsel's Office. Agency may, at its election and expense, assume its own defense and settlement.

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

- A. Eben Polk or their designee will act as liaison for the County.

**Contact Information:**

epolk@clackamas.us

Rachelle Richmond or her designee will act as liaison for the Agency regarding contractual, financial or administrative matters.

**Contact Information:**

[awards@pdx.edu](mailto:awards@pdx.edu)

Fletcher Beaudoin will act as liaison for the Agency regarding technical matters.

**Contact Information:**

[beaudoin@pdx.edu](mailto:beaudoin@pdx.edu)

## 10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this

record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Intellectual Property.** Agency shall own copyrights on materials produced by Agency personnel in the performance of the Work. Agency hereby grants County a non-transferable, non-exclusive, free copyright license to any reports and deliverables due to County according to Exhibit A for County's use only.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **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.
- K. **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.

- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **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.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **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.
- Q. **[This section intentionally left blank]**
- R. **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.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Both Parties acknowledge that they and their employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire Confidential Information. "Confidential Information" shall mean any information which is provided by one party to the other and (i) is clearly marked confidential with an appropriate legend at the time of disclosure if disclosed in a tangible

or written form, or (ii) if disclosed orally or in any other transitory medium, is identified as confidential at the time of disclosure and provided in a written summary within thirty (30) days of disclosure. A receiving party's obligation to protect Confidential Information of the disclosing party shall not include information that:

- a. was already in receiving party's possession prior to disclosure;
- b. is or becomes a matter of public knowledge through no fault of receiving party;
- c. is independently developed by receiving party without use of disclosing party's Confidential Information;
- d. is received by or becomes known to receiving party from another source in a manner that does not knowingly breach an obligation of confidentiality owed to the disclosing party; or
- e. is approved for release or use by written authorization of the disclosing party.

Each party shall only use the other party's Confidential Information for the purposes of the Project. The receiving party shall exert reasonable efforts to protect the disclosing party's Confidential Information for a period of three (3) years from the date of receipt against unauthorized use, dissemination or publication. All written documents containing Confidential Information and other material in tangible form received by either party under this Agreement shall remain the property of the disclosing party, and such documents and materials, together with copies of excerpts thereof, shall promptly be returned to disclosing party upon request, except one copy may be retained for archival purposes. Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, court order, or government regulation provided however, that the receiving party timely notifies and provides disclosing party with an opportunity to minimize or oppose such disclosure. Both Parties acknowledge that they are subject to, and shall treat appropriately marked Confidential Information as confidential to the extent permitted under the Oregon Public Records Law (ORS 192.311 – 192.478). If either party is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, that party shall notify the other party within a reasonable period of time of the request. The party asserting the requested information is confidential is exclusively responsible for defending that party's position concerning the confidentiality of the requested information.

- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.



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

**Clackamas County**

**Portland State University**

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

\_\_\_\_\_  
Corey Smitke, Grants & Agreements Officer

\_\_\_\_\_  
Date

03/09/2020  
\_\_\_\_\_  
Date

# Exhibit A

## SCOPE OF WORK

### **Project Time Frame**

Phase I June -September 2019

Phase II December 2019-September 2020

### **Project Description**

The Portland State University Institute for Sustainable Solutions (“ISS”) will work with the County to support the development of the County’s first Climate Action Plan (CAP). The project will support the County’s decision-making related to the CAP planning and implementation process – aiming to ensure the planning effort is successful and sets the course for successful implementation.

### Phase I Work areas and Deliverables

#### Work areas:

1. *Defining Success:* ISS will work with the County to get clear about the vision and key characteristics of a successful CAP for Clackamas County. More specifically, the County will be able to articulate a unifying goal for the actions and strategies described in the plan, create a shared understanding of what the plan is, and identify an evaluation framework for on-going monitoring and adaptive management.
2. *Clarifying the Scope:* ISS will work with the County to make key decisions related to the scope and approach of the CAP. Topics to be exploring include: The character and number of actions (generally) that will be included in the plan, the stakeholders who will be engaged in the planning effort, the timeline for executing actions included in the plan, and the strategy for how the plan will incorporate different layers of influence within the County (County operations, unincorporated Clackamas County, municipalities, etc..)
3. *Planning for Successful Implementation:* ISS will work with the County to develop strategies for successful implementation of the CAP. Topics for this area of engagement include strategies for engaging internal stakeholders and key influencers, approaches for aligning the goals in the plan with existing plans, activities and strategies at the county, the development of a robust “core” planning and action team and working agreements for engaging other parts of the County in implementation.

#### Deliverables. ISS will provide the following deliverables under Phase 1 of the Work:

1. Work with County to create the Core Project Team (CPT). The CPT will meet regularly throughout the project and during the CAP creation and implementation.
2. Conduct interviews with key stakeholders relevant to the deliverables
3. Research best practices and case studies surrounding climate action planning and implementation to inform the strategy and identify relevant approaches based on context in Clackamas County
4. Research existing initiatives, history and culture in Clackamas county that will influence the CAP
5. Work with the CPT to create an evaluation framework that can be conducted internally or by ISS
6. Prepare a final report and presentation for CPT and key stakeholders (commissioners) based on our work

### Phase II Work areas and Deliverables

#### Work areas

1. *Real-time evaluation:* ISS will work with Clackamas County CPT to plan and deploy a real-time evaluation/adaptive management protocol that will be used to provide feedback on the county’s climate action planning process. The evaluation scheme will focus on measuring both project impacts and relationships as they relate to integrating climate action into the County’s culture, structures for budgeting, accountability, and strategic planning.
2. *Core Project Team development:* ISS will continue work with the CPT, a core team of dedicated individuals at the county to establish the vision and values that will drive the CAP and climate work in the county. This team

will be the center of climate work in the County and will lead activities to push climate work forward, furthering cross-departmental collaboration, research, and making strategic decisions.

3. *Catalytic projects*: ISS will work with the County to identify projects that can be undertaken while the larger CAP is in development. The framework for determining projects will include alignment with existing work and priorities in the County, and finding projects that will build support among and relationships with key stakeholders.

Deliverables. ISS will provide the following deliverables under Phase II of the Work:

1. Work with county staff to finalize and conduct the real time evaluation plan including creating evaluation tools, conducting interviews and surveys, analyzing results, and provide feedback and strategy recommendations to hold the team accountable to the established criteria for success when appropriate based on observations of the team and processes. (Lead: Liliana; Beth L support)
2. Work with the CPT to identify a list of catalytic projects and develop scopes of work for each project. (Lead: Beth G; Fletcher support)
3. Document a climate strategy that encompasses the climate action plan, catalytic projects, and other activities focused on addressing climate change. (Lead: Beth G; Fletcher support)

Contingent deliverable

The internship program deliverable will be provided following determinations as to what County departments will be lead on projects identified in performance of deliverables #1 and #2. Following identification of those County departments, and confirmation those County departments will assume the administrative obligations for supervision of an intern, ISS will manage an internship program in support of the agreed-upon catalytic projects identified with the CPT. ISS will work directly with the County in using internship staffing as part of one or more catalytic projects, and ISS will provide support in creating the position descriptions, recruitment, and collaboration across internships. (Lead: Beth G; Fletcher support)

**ISS Project Team**

Fletcher Beaudoin (Phase I and II)	Fletcher will provide feedback on project strategy and workplan; review project materials and help with facilitation when necessary.  Fletcher will lead activity 1.
Beth Gilden (Phase I and II)	Beth will act as project manager, supervise graduate research assistants, act as primary contact for Clackamas County, including as-needed check-in meetings with County staff to address concerns, and be responsible for meeting project deliverables.
Liliana Caughman, Graduate Research Assistant (Phase I and II)	Liliana will assist the project team with administrative and research-based tasks, and bring expertise developed through her PhD to the project.
Beth Lloyd-Pool (Phase II)	Beth will act as a project manager for the evaluation process; and collaborate with Beth Gilden to act as a primary contact for the county and track project deliverables.
Yael Kidron, Graduate Research Assistant (Phase I)	Yael will assist the project team with administrative and research-based tasks, and bring expertise developed through her PhD to the project.

## Exhibit B

### BUDGET

<b>PSU PROPOSAL/ACCOUNT NUMBER:</b>	32104	<b>Modular?</b>	No
<b>PSU PI:</b>	Fletcher Beaudoin		
<b>FUNDING AGENCY:</b>	Clackamas County		
<b>PROJECT TITLE:</b>	Clackamas County CAP		
<b>PROJECT PERIOD:</b>	8/15/2019-12/31/2019		

		<b>Budget Dates:</b>		8/15/2019-12/31/2019			<b>NOTES</b>
<b>PERSONNEL EFFORT</b>	Name			Year 1	Year 2	Total	
1 PI, Academic	Fletcher Beaudoin	Calendar Months	→	0.10	0.10	0.20	
2 Unclassified, 12 month	Beth Gilden	Calendar Months	→	0.50	0.90	1.40	
3 Student Hourly, Summer	Yael Kidron	Calendar Months	→	1.02	0.00	1.02	\$15/hr - 176.25 hrs
4 Student Hourly, Summer	Liliana Caughman	Calendar Months	→	1.02	0.00	1.02	\$15/hr - 176.25 hrs

<b>SALARIES AND WAGES</b>	Name	Monthly Salary				
1 PI, Academic	Fletcher Beaudoin	\$ 8,290	\$ 829	\$ 854	\$ 1,683	1.03
2 Unclassified, 12 month	Beth Gilden	\$ 5,710	\$ 2,855	\$ 5,270	\$ 8,125	1.03
3 Student Hourly, Summer	Yael Kidron	\$ 2,600	\$ 2,644	\$ -	\$ 2,644	1.03
4 Student Hourly, Summer	Liliana Caughman	\$ 2,600	\$ 2,644	\$ -	\$ 2,644	1.03
<b>Total Personnel Salaries &amp; Wages</b>			<b>\$ 8,972</b>	<b>\$ 6,124</b>	<b>\$ 15,096</b>	

<b>FRINGE BENEFITS</b>	Name	OPE rate				
1 PI, Academic	Fletcher Beaudoin	48.43%	\$ 401	\$ 414	\$ 815	
2 Unclassified, 12 month	Beth Gilden	55.53%	\$ 1,585	\$ 2,926	\$ 4,512	
3 Student Hourly, Summer	Yael Kidron	8.00%	\$ 212	\$ -	\$ 212	
4 Student Hourly, Summer	Liliana Caughman	8.00%	\$ 212	\$ -	\$ 212	
<b>Total Fringe Benefits</b>			<b>\$ 2,410</b>	<b>\$ 3,340</b>	<b>\$ 5,750</b>	

<b>Total Salaries and Fringe</b>	<b>\$ 11,382</b>	<b>\$ 9,463</b>	<b>\$ 20,845</b>
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<b>SERVICE AND SUPPLIES</b>					
In State Travel (see travel sheet)	Local mileage reimbursement	\$ 300	\$ 300	\$ 600	Inflation Calculated on Travel worksheet Inflation Calculated on Travel worksheet
Out of State Travel (see travel sheet)		\$ -	\$ -	\$ -	
Foreign Travel (see travel sheet)		\$ -	\$ -	\$ -	

Software		\$ -	\$ -	\$ -
Laboratory Supplies		\$ -	\$ -	\$ -
Stipends for Internships		\$ -	\$ 10,000	\$ 10,000
Other	Workshop hosting	\$ 300	\$ -	\$ 300

<b>Total Service and Supplies</b>		<b>\$ 600</b>	<b>\$ 10,300</b>	<b>\$ 10,900</b>
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<b>Total Direct Costs</b>		<b>\$ 11,982</b>	<b>\$ 19,763</b>	<b>\$ 31,746</b>
<b>Modified Total Direct Costs (F&amp;A Base)</b>		<b>\$ 11,982</b>	<b>\$ 19,763</b>	<b>\$ 31,746</b>
	Total Indirect Costs @	26.0% \$ 3,115	\$ 5,138	\$ 8,254
<b>Total Project costs</b>		<b>\$ 15,098</b>	<b>\$ 24,902</b>	<b>\$ 40,000</b>

<b>Budget Limitation - DC</b>		\$ -	\$ -	\$ -
	Subaward A F&A	\$ -	\$ -	\$ -
	Subaward B F&A	\$ -	\$ -	\$ -
	Variance under/over	<b>\$ (11,982)</b>	<b>\$ (19,763)</b>	<b>\$ (31,746)</b>

<b>Budget Limitation - TC</b>		\$ -	\$ -	\$ 13,851
	Variance under/over	<b>\$ (15,098)</b>	<b>\$ (24,902)</b>	<b>\$ (26,149)</b>
	Direct Costs under/over	<b>\$ (11,982)</b>	<b>\$ (19,763)</b>	<b>\$ (20,753)</b>



Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

April 23, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Approving the Submission of  
The Assessor's CAFFA Grant Application for FY 2020-2021

<b>Purpose/Outcome</b>	This resolution is an annual requirement to accompany the application for a grant from the State of Oregon Department of Revenue to the Clackamas County Assessor's Office.
<b>Dollar Amount and Fiscal Impact</b>	The grant provides approximately 18% of the revenue for the Assessor's Office.
<b>Funding Source</b>	The State of Oregon
<b>Duration</b>	Effective July 1, 2020 to June 30, 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<p>1. The CAFFA Grant Request provides essential funding to help us meet statutory requirements and moves forward our day to day business operations, which aligns with each of our department strategic business plan goals.</p> <p>2. The CAFFA Grant Request aligns with the County Performance Clackamas goal to Build Public Trust Through Good Government by providing funding for the Clackamas County Assessment and Taxation Department to administer the property tax system fairly and equitably.</p>
<b>County Counsel Review</b>	Reviewed and approved by County Counsel on 4/14/2020
<b>Contact Person</b>	Tami Little, County Assessor 503-655-8302 Jian Zhang, Finance Department 503-742-5434

**BACKGROUND:**

County Assessment Function Funding Assistance (CAFFA) is a grant from the State of Oregon to Clackamas County Assessor's Office. The grant provides approximately 16% of the revenue for the Assessor's Office. All documents required to be included in the grant application are attached. They include a summary of expense, two staffing reports, two narrative reports, and two work activity forms, Grant Application Resolution and Racial and Ethnic Impact Statement.

The application and accompanying documents must be received in Salem by May 1, 2020, and this material has been reviewed and approved by County Counsel.



Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

**RECOMMENDATION:**

Staff respectfully recommends that the Board of Commissioners approve this resolution, so that this grant application may be submitted to the state.

Respectfully submitted,

Christa Bosserman-Wolfe  
Deputy Director, Finance



# Form 1 Grant Application Staffing

**2020-2021**

	<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>County</b> <u>CLACKAMAS</u>	<b>Approved FTE current year (2019-20)</b>	<b>Budgeted FTE coming year (2020-21)</b>	<b>Change (Column 2 less Column 1)</b>
<b>A. Assessment administration</b>			
Assessor, deputy, etc. ....	2.00	2.00	0.00
Assmt. support staff, deed clerks and data entry staff	18.80	18.80	0.00
Total assessment administration staff .....	20.80	20.80	0.00
<b>B. Valuation and appraisal staff</b>			
Chief appraisers/appraiser supervisor .....	3.00	3.00	0.00
Lead appraisers .....	6.00	6.00	0.00
Residential appraisers .....	5.50	5.50	0.00
Commercial/industrial appraisers .....	3.50	3.50	0.00
Farm/forest/rural appraisers.....	2.00	2.00	0.00
Manufactured structure/floating structure appraisers	0.50	0.50	0.00
Personal property appraisers.....	0.50	0.50	0.00
Personal property clerks.....	2.00	2.00	0.00
Sales data analyst.....	2.00	2.00	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff .....	25.00	25.00	0.00
<b>C. Board of Property Tax Appeals (BoPTA)</b>			
	1.00	1.00	0.00
<b>D. Tax collection and distribution administration</b>			
Administration, deputy, etc.....	1.00	1.00	0.00
Support and collection .....	5.50	5.50	0.00
Tax distribution .....	1.25	1.25	0.00
Foreclosure and garnishment.....	0.75	0.75	0.00
Total tax collection and distribution .....	8.50	8.50	0.00
<b>E. Cartography and GIS administration</b>			
Cartographic/GIS supervisor.....	0.00	0.00	0.00
Leadcartographers .....	1.00	1.00	0.00
Cartographers.....	5.00	5.00	0.00
GIS specialists.....	1.20	1.40	0.20
Total cartographic and GIS staff .....	7.20	7.40	0.20
<b>F. Dedicated IT services for A&amp;T</b>			
	2.00	2.00	0.00
<b>G. Total assessment and taxation staffing</b>			
	64.50	64.70	0.20





## Form 2 Explanation of Staffing Issues

2020-2021

County CLACKAMAS

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

There are no differences between current year approved staffing and our budgeted year 2020-2021. Vacancies continued to be filled throughout the year and lag time due to the recruitment process sometimes impacts specific workloads during annual cycles. We completed 10 FTE recruitments in FY 2019-20 which is the equivalent of 17% of our 60 FTE count. We currently have 1 vacant position for an A & T Specialist 1 in section A. This position is part of a current hiring freeze in effect through 06/30/20.

Temporary help is budgeted at \$60,000 and used to support personal property processing, document scanning, appraisal data entry, and entering diagrams, and photos into our appraisal system, and Assessment & Tax customer support. We have added 3 additional temporary support staff in 2019 and replaced 2 others as explained below in the applicable areas.

A. Assessment & Administration: No changes, as noted above our only vacant position is in this category and is part of a current hiring freeze. We added one part-time temporary for customer service support and data entry.

B. Valuation – Appraisal Staff: No changes, residential appraisal staff continued to have a high volume of work due to real estate sales activity, new construction and other exception events that continue to show significant increases. We no longer have a temporary employee for support in personal property and data entry, instead we are utilizing our Assessment support staff in section A to accomplish this work demand.

The additional FTE requested last year for a Senior Appraiser position was approved and the primary focus was on the integration of our Eagleview aerial imagery and GIS information with our CAMA system. We continue our work using this imagery and integration to enhance and improve efficiencies on how we perform our annual Ratio Study in order to ensure that all property is valued at 100% of real market value. This GIS/CAMA integration has also been used to enhance valuations, reduce the need for physical inspections, and improve the quality of our inventory, which aligns with our strategic goal of building public trust.

We no longer contract work with a Fee Appraiser to handle major commercial/industrial appeals. If we are unable to address appeals due to complexity or volume, we will contract with Fee Appraisers using County Procurement which has existing contracts in place for this type of work. The independent contractor was never included in the FTE count.

C. Clerk / BOPTA staff: No change, the projected 1 FTE are .5 from the Assessor's office and .5 from the Clerk.

D. Tax Collection & Distribution Administration: No Changes

E. Cartography & GIS Admin: No changes to A & T positions, we were able to recruit and fill all vacancies in 2019-20. TS made a slightly increase in prioritization of their resources to complete their portion of the project. 1.4 GIS Specialists listed are fully funded by Technical Services (noted below in #4 under ORMAP) and provide support to our Cartographic section and the ORMAP project. This count was reduced in 2019 because of the progress made by TS map production; they have now finished the tax lot conversion project at TS.

A & T received approval of 2 additional ORMAP Grants totaling \$45,535 (\$29,430 & \$16,105) for tax

map annotation work for the Assessor's part of the project converting Mylar maps to final digital maps. We will continue to employ 2 temporary GIS Cartographers to utilize those funds and we anticipate that funding will run out on or before October 1, 2020. We have 457 maps that need final annotation and 270 that need final review before being retired.

GIS/ORMAP: The County continues to provide support and resources to progress toward ORMAP goals. To date we have retired 2,677 Mylar Maps out of a total of 3,404. Additional in-kind support for the GIS data creation part of the project includes:

Technology Services and other County Support is \$241,183, broken down as follows:

1. \$35,000 in General Fund support to supplement the ORMAP funding contract work.
2. \$5,000 from County Surveyor's for collection of section corners and ground control points.
3. \$40,000 in-kind support from TS
4. \$161,183 from the County Technical Services Department for project management, quality control, data input, and survey and deed research

F. A&T Data Processing Staff: This is support from County Technical Services Department for Database support, maintenance, programming, and web services.

Form 4

#7 Other Valuation Appraiser Activity: 1.5 FTE is attributed to appraisal time directed to the ProVal CAMA system upgrade testing and development, neighborhood boundary maintenance, special projects and outlier analysis. Resource limitations and strong real estate sale activity have impacted the ability to direct additional resources to populate our CAMA system with the commercial/industrial property characteristic data and build income property valuation models to enable valuation and recalculation of these types of property within our system. This remains a strategic goal. We continue to make progress capturing commercial, industrial and multi-family diagrams in our CAMA system. The valuation section completed the update of the farm cost factors this year.

Form 5

#15 Assessment and Taxation is combined under the Assessor.

County CLACKAMAS

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

Our 2019-20 budget was amended due to savings from vacancies, allocations, and significant savings in materials and services including the elimination of a contracted Fee Appraiser. Those savings totaled an estimated \$152,000 or a 1.7% decrease from the prior year. Due to revenue shortfalls in 2020-21, we are maintaining the 2019-20 costs savings which help offset a slight increase in personnel costs and help to reduce our overall budget.

Due to the COVID19 shutdown beginning March 23rd and an undetermined office closure duration, we quickly made significant changes shifting our staff to a remote work set up. We have continued to serve the public via email and phone throughout the time period. It has been challenging and in concept would have been thought to be daunting, but our staff have risen to the challenge and continue to process work.

We continue to provide customer service, accept and process applications, remotely attend BOPTA hearings and Tax Court Case Management Conferences, code sales and prepare for the ratio study, conduct exterior only inspections, process business personal property returns, process tax payments and refunds, prepare and submit the monthly tax distribution, identify and process deeds for ownership, process plats, segregations and annexations, and work remotely on GIS map updates.

Over the past 3 years we have transitioned to a strategic budget planning process called Managing for Results (MFR). It is designed to help build public trust by providing transparency and deliver more integrated and improved services. We allocate funds by line of business to achieve actual costs in each area which will help us achieve the best allocation of resources to accomplish our work.

Our business process continues to focus support to appraisal needs. Our appraisers primarily complete field work inspecting new construction, make and review value decisions and assist public on valuation issues. While Board of Property Tax appeals were up, they remain relatively moderate due to the current real estate market. Resources not needed to manage appeals have been directed towards new construction, quality of inventory, and outlier sales analysis utilizing the online services available to more thoroughly research construction and remodeling activity resulting in the discovery of 473 omitted property corrections with value previously not captured on the assessment roll. The legal complexity of appeals and the complexity of properties under appeal still require participation by County Counsel for representation at Magistrate, Regular Division Tax Court, and Supreme Court cases. Although the level of sales activity has slowed, it continues to require significant appraisal resource to verify sales, research listings, and field inspect property to support appeals, general market analysis and the ratio study. During the current pandemic crisis we halted field inspections for a 2-week period and have resumed that work with exterior inspections only.

The volume of real estate sales activity, new construction and other exception events remains strong. Our automated appraisal database allows us to monitor our appraisal activity in real time and has increased the efficiency of our business practices. Analysis of market areas and neighborhood maintenance remains a high priority and we continue finalizing new, or modifying some of our existing, market areas for the 2020-2021 year. We expect to improve our neighborhood alignments with the use of our new aerial imagery from Pictometry. We have increased our capability for more geographic analysis and reporting, including the design and development of special databases and modeling to support valuation decisions. We continued to make progress on our strategic goal to populate our CAMA system with CIM project data, (commercial/industrial and multi-family) property characteristics, diagrams, and income property valuation models will enable valuation and recalculation of these types of properties online. We noted hiring additional temporary staff on form 2 in order to continue our data entry progress. We continue to actively explore the potential for

developing collaborative projects with other departments and jurisdictions to achieve a better use of resources. This year's budget request includes \$122,947 toward acquisition costs for our second flight of oblique aerial photography which is integrated in our CAMA/GIS system. This technology has provided more effective use of an appraiser's office time and increased appraiser field time efficiency.

As well as, help achieve the statutory requirement to maintain uniformity and equity in the valuation of property.



# Form 4 Valuation and Appraisal Resources

**2020-2021**

County <u>CLACKAMAS</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2019-20)	Estimated (2020-21)	Actual (2019-20)	Estimated (2020-21)
<b>Activities</b>				
<b>1. Real property exceptions, special assessments and exemptions</b>				
New construction.....	7,955	7,729	5.50	5.50
Zone changes.....	124	105	0.25	0.25
Subdivisions, segregations, and consolidations..	2,697	2,167	1.75	1.75
Omitted properties .....	475	500	1.50	1.50
Special assessment qualification and disqualification	339	332	2.00	2.00
Exemptions.....	183	200	0.50	0.50
Subtotal.....	<u>11,773</u>	<u>11,033</u>	<u>11.50</u>	<u>11.50</u>
<b>2. Appeals and assessor review</b>				
Assessor review and stipulations .....	30	35	0.25	0.25
BOPTA .....	399	550	2.50	2.50
Department of Revenue.....	3	3	0.25	0.25
Magistrate Division of the Oregon Tax Court.....	99	110	1.75	1.75
Regular Division of the Oregon Tax Court .....	6	6	0.25	0.25
Subtotal.....	<u>537</u>	<u>704</u>	<u>5.00</u>	<u>5.00</u>
<b>3. Real property valuation</b>				
Physical reappraisal.....	4,500	7,000	0.50	0.50
Recalculation only—no appraisal review .....	168,564	170,345	2.25	2.25
Subtotal.....	<u>173,064</u>	<u>177,345</u>	<u>2.75</u>	<u>2.75</u>
<b>4. Business personal property (returns mailed) .....</b>	<u>12,120</u>	<u>12,241</u>	<u>2.00</u>	<u>2.00</u>
<b>5. Ratio .....</b>			<u>2.00</u>	<u>2.00</u>
<b>6. Continuing education .....</b>			<u>0.50</u>	<u>0.50</u>
<b>7. Other valuation—appraisal activity .....</b>			<u>1.25</u>	<u>1.25</u>
<b>8. Total valuation and appraisal staff (FTE) .....</b>			<u>25.00</u>	<u>25.00</u>



# Form 5 Tax Collection and Distribution Work Activity

**2020-2021**

County CLACKAMAS

**Number of accounts  
by activity**

	Actual (2019-20)	Estimated (2020-21)
--	---------------------	------------------------

<b>1. Number of accounts requiring roll corrections</b>			
Business personal property .....	74		71
Personal property manufactured structures .....	23		24
Real property .....	1,073		1,127
<b>2. Number of accounts requiring a refund</b>			
Business personal property .....	74		76
Personal property manufactured structures .....	64		66
Real property .....	1,245		1,282
<b>3. Number of delinquent tax notices sent</b>			
Business personal property .....	620		600
Personal property manufactured structures .....	2,490		2,500
Real property .....	5,846		6,000
<b>4. Number of foreclosure accounts processed</b>			
Real property only .....	401		428
<b>5. Number of accounts issued redemption notices</b>			
Real property only .....	70		85
<b>6. Number of warrants .....</b>	920		1,000
<b>7. Number of garnishments.....</b>	0		3
<b>8. Number of seizures .....</b>	0		0
<b>9. Number of bankruptcies.....</b>	260		300
<b>10. Number of accounts with an address change processed .....</b>	8,579		8,836
<b>11. How many second trimester statements do you mail? .....</b>	19,000		
<b>12. How many third trimester statements do you mail? .....</b>	18,000		
<b>13. Does the county contract for lock box service?.....</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>14. Does the county use in-house remittance processing? .....</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>15. Is tax collecting combined with another county function? .....</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe that function on Form 2.			



# Form 6 Assessment and Administrative Support and Cartography Work Activity

**2020-2021**

County CLACKAMAS

## Assessment and administrative support work activity

	Numbers by activity	
	Actual (2019-20)	Estimated (2020-21)
1. Number of deeds worked .....	16,965	17,305

## Cartography work activity

	Numbers by activity	
	Actual (2019-20)	Estimated (2020-21)
1. Number of new tax lots .....	1,652	1,250
2. Number of lot line adjustments .....	211	200
3. Number of consolidations .....	262	175
4. Number of new maps .....	19	10
5. Number of tax code boundary changes .....	8,350	9,825



# Form 7 Summary of Expenses

**2020-2021**

County CLACKAMAS

	<b>A.</b>	<b>B.</b>	<b>C.</b>	<b>D.</b>	<b>E.</b>	<b>F.</b>	
<b>Current operating expenses</b>	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography*	Dedicated IT services for A&T	<b>Totals</b>
1. Personnel services	2,122,473	2,991,708	126,525	761,976	776,746	312,971	7,092,399
2. Materials and services	528,948	683,626	35,022	167,839	171,727	0	1,587,162
3. Transportation	0	5,000	0	0	0	0	5,000
4. Total current operating expenses (Total direct expenses)	2,651,421	3,680,334	161,547	929,815	948,473	312,971	8,684,561

\* Include approved grant funding for ORMAP

**Indirect expenses**

5. Total direct expenses (line 4) .....	8,684,561
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box. ....	0.05
<b>Total indirect expenses</b> (line 5 multiplied by line 6) .....	434,228
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
<b>Total indirect expenses</b> (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. <b>Total indirect expenses</b> .....	434,228

**Capital outlay**

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	<b>Total capital outlay without regard to limitation</b>
8. Enter the actual capital outlay without regard to limitation.	0	122,947	0	0	0	0	122,947
9. Total direct and indirect expenses (sum of lines 4 and 7) .....							9,118,789
10. Direct and indirect expenses multiplied by 0.06 .....							547,127
11. The greater of line 10 or \$50,000.....							547,127
12. Capital outlay (the lesser of line 8 or line 11) .....							122,947
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....							9,241,736



# Form 8

## Grant Application Resolution

CLACKAMAS County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

CLACKAMAS County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

CLACKAMAS County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$9,241,736. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

**The County designates** the following individual as the contact for this grant application.

<hr/>	<hr/>	<hr/>
Name	Phone	Email

### County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

<hr/>	<hr/>	<hr/>
Chair/Judge or Appointee	Title	Sign Date

## RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 15 day of April, 2020, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

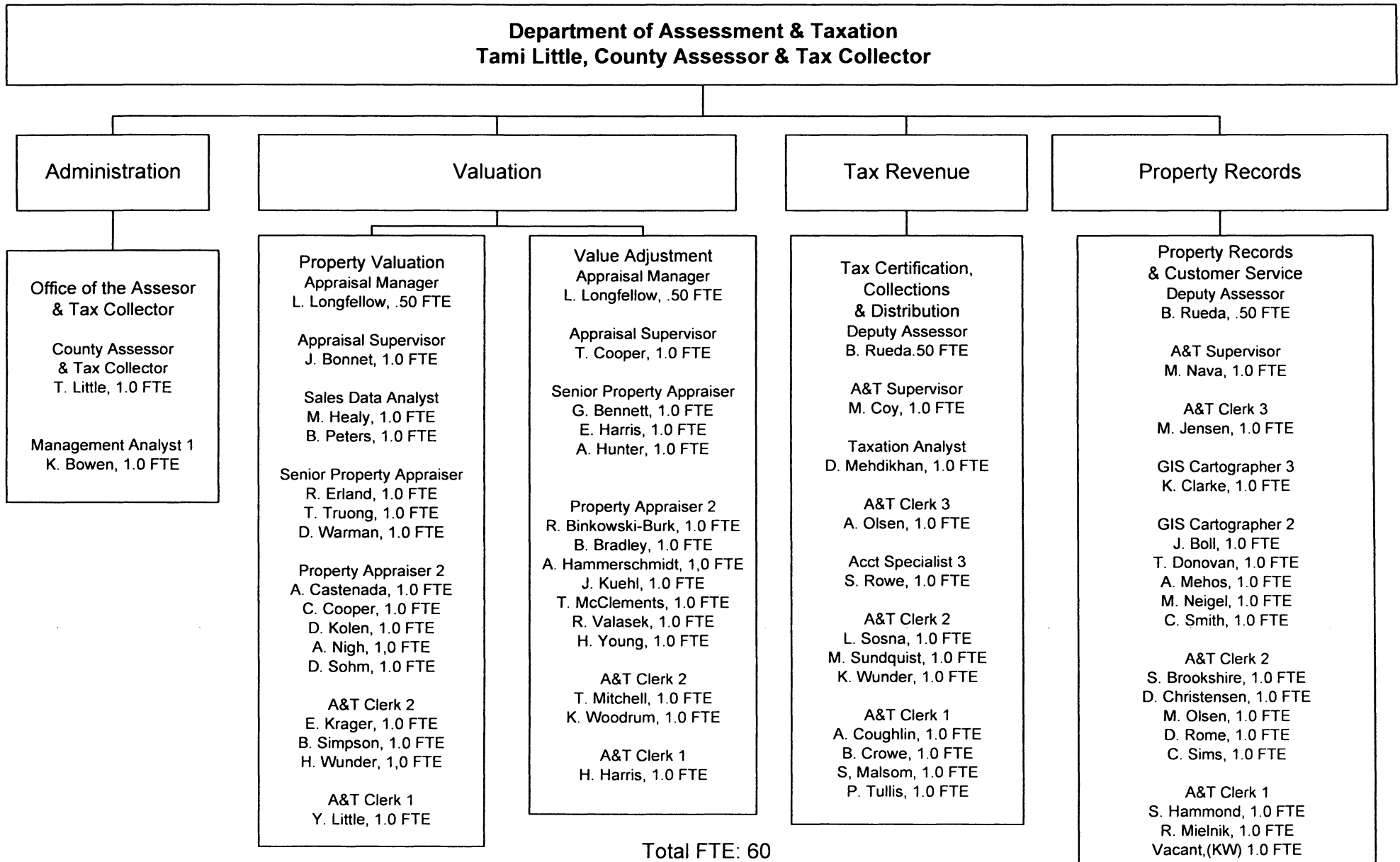
Printed Name: N/A

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<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

**DEPARTMENT OF ASSESSMENT & TAXATION  
2020-2021**

**Department of Assessment & Taxation  
Tami Little, County Assessor & Tax Collector**



Total FTE: 60

**2020-21**

	Admin	Valuation
	Admin	Valuation Appraisal
<b>A. ASSESSMENT ADMINISTRATION</b>		
Assessor, Deputy, etc.	1.00	
Assessment Support Staff, Deed Clerks, & Data Entry Staff	1.00	4.50
<b>Total Assessment Administration</b>	<b>2.00</b>	<b>4.50</b>
<b>B. VALUATION-APPRAISAL STAFF</b>		
Chief Appraiser/Appraisal Supervisors		3.00
Lead Appraisers		6.00
Residential Appraisers		5.50
Commercial/Industrial Appraisers		3.50
Farm/forest/rural appraisers		2.00
Manufactured Structure/Floating Structure Appraisers		0.50
Personal Property Appraisers		0.50
Personal Property Clerk(s)		2.00
Sales Data Analyst		2.00
Data Gatherers & Appraisal Techs		
<b>Total Valuation-Appraisal Staff</b>	<b>0.00</b>	<b>25.00</b>
<b>C. CLERK/BOPTA STAFF</b>		<b>0.50</b>
<b>D. TAX COLLECTION &amp; DISTRIBUTION ADMIN.</b>		
Administration, deputy, ect.		
Support & Collection Staff		
Tax Distribution		
Foreclosure & Garnishment		
<b>Total Collection &amp; Distribution Staff</b>	<b>0.00</b>	<b>0.00</b>
<b>E. CARTOGRAPHY &amp; GIS ADMINISTRATION</b>		
Cartographic / GIS Supervisor		
Lead Cartographer		
Cartographers		
GIS Specialist		
<b>Total Cartographic &amp; GIS Staff</b>	<b>0.00</b>	<b>0.00</b>
<b>F. Dedicated IT servces for A&amp;T</b>		
<b>TOTAL STAFFING For A&amp;T Grant FY20</b>	<b>2.00</b>	<b>30.00</b>

Tax Revenue & Records						FISCAL YEAR 20-21	
Property Records	Tax Revenue	Treasury Program	Clerk	TS Support	GIS Projects Allocation	TOTAL	FORM 1 Perm
0.50	0.50					2.00	2.00
10.00	3.00	0.30				18.80	18.80
<b>10.50</b>	<b>3.50</b>	<b>0.30</b>		<b>0.00</b>	<b>0.00</b>	<b>20.80</b>	<b>20.80</b>
						3.00	3.00
						6.00	6.00
						5.50	5.50
						3.50	3.50
						2.00	2.00
						0.50	0.50
						0.50	0.50
						2.00	2.00
						2.00	2.00
						0.00	0.00
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>				<b>25.00</b>	<b>25.00</b>
			0.50			<b>1.00</b>	<b>1.00</b>
	1.00					1.00	1.00
	5.50					5.50	5.50
	0.75	0.50				1.25	1.25
	0.75					0.75	0.75
<b>0.00</b>	<b>8.00</b>	<b>0.50</b>				<b>8.50</b>	<b>8.50</b>
						0.00	0.00
1.00						1.00	1.00
5.00						5.00	5.00
					1.40	1.40	1.40
<b>6.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>1.40</b>	<b>7.40</b>	<b>7.40</b>
				2.00	0.00	2.00	2.00
<b>16.50</b>	<b>11.50</b>	<b>0.80</b>	<b>0.50</b>	<b>2.00</b>	<b>1.40</b>	<b>64.70</b>	<b>64.70</b>

Fiscal Year 19-20	Change FY19 to FY20
Perm	Perm

2.00	0.00
18.80	0.00
20.80	0.00

3.00	0.00
6.00	0.00
5.50	0.00
3.50	0.00
2.00	0.00
0.50	0.00
0.50	0.00
2.00	0.00
2.00	0.00
0.00	0.00
25.00	0.00
1.00	0.00

1.00	0.00
5.50	0.00
1.25	0.00
0.75	0.00
8.50	0.00

0.00	0.00
1.00	0.00
5.00	0.00
1.40	0.00
7.20	0.00

2.00	0.00
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64.70	0.00
-------	------

64.50



Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

Public Services Building

2051 Kaen Road, Suite 490 | Oregon City, OR 97045

April 23, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) and Transfers for Fiscal Year 2019-2020

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2019-2020
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$549,813
Funding Source	Fund Balance, Federal and State Operating Grant Revenue, License and Permits, Local Government & Other Agencies, Charge for Services Revenue, and Interfund Transfers.
Safety Impact	N/A
Duration	July 1, 2019 June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019 and amended October 24, 2019 and January 16, 2020
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.471 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund – Not Allocated to Organizational Unit is reducing contingency and budget for an interfund transfer appropriation to the Children, Family and Community Connection Fund for Children of Incarcerated Parents program.

The General Fund – Finance is reducing contingency and adding appropriation for new budgeting software for OpenGov.

The General Fund – Surveyor is recognizing an interfund transfer from the Road Fund for pre-payment loan from FY 2017-18 for the electronic plan review initiative for ePlan, adjusting for lower than anticipated fee revenue due to COVID 19 pandemic, and reducing program costs accordingly.

The Road Fund is reducing contingency to realign its budget to better reflect actual capital projects completion costs and personnel costs across programs. This fund is also reducing contingency and budgeting an interfund fund transfer to the Surveyor for loan repayment for FY 2017-2018 pre-payment to the ePlan (electronic plan review initiative).

The Sheriff Fund is recognizing additional contract revenue with the City of Wilsonville and budgeting to add a full-time detective for Wilsonville. This fund is also recognizing additional fund balance to better align fund balances within its programs and budgeting for program costs.

The Community Corrections Fund is recognizing Criminal Justice Commission funding and budgeting for short-term transitional leave, and pretrial and corrections substance abuse programs.

The District Attorney Fund is recognizing additional internal services revenue and budgeting to provide Victim Advocate services for A Safe Place Family Justice Center and domestic violence investigator services.

The Transportation System Development Charge Fund is recognizing an interfund transfer from the Road Fund and budgeting the appropriation in contingency.

The Behavioral Health Fund is adjusting their budget to better reflect changes in the state funding agreement with Oregon Housing Authority and changed how the services are being paid with pass-through funds. This fund is also reducing contingency and budgeting for higher sub-recipient agreements costs for PEER Delivered Services and Mental Health Indigent programs.

The Social Services Fund is adding funding for Transportation Reaching People-Dispatch and Taxi Rides, and reducing the interfund transfer from the Health, Housing and Administration Fund and budgeting for costs associated with these programs.

The Children, Family and Community Connection Fund is recognizing an interfund transfer from the General Fund and budgeting this appropriation to the Children of Incarcerated Parents Program.

The Public Health Fund is recognizing additional Healthshare of Oregon funding and budgeting to add a full-time Program Planner and Community Health Nurse and other program costs associated with the Access to Care Program and Infectious Disease Programs.

The Health Centers Fund is recognizing additional Medicaid revenue and budgeting for personnel costs from recent changes in job position classifications to better fit current program needs. This fund is also transferring from contingency to capital outlay additional costs for building improvements at the Sandy Health clinic.

The Clackamas Broadband Utility Fund is recognizing additional user and connection fee revenue and budgeting for construction costs associated with the Washington County project.

The Fleet Services Fund is aligning its budget between programs to better reflect actual expenditure activity.



The effect of this Resolution is an increase in appropriations of \$549,813 including revenues as detailed below:

Fund Balance	\$	201,220.
License and Permits		(28,500.)
Federal Operating Grants		424,393.
State Operating Grants		(1,107,183.)
Local Government and Other Agencies		390,221.
Charge for Services		485,171.
Interfund Transfer		184,491.
Total Recommended	\$	<u>549,813.</u>

**RECOMMENDATION:**

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

Sincerely,



Elizabeth Comfort  
Interim Finance Director

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for Transfers  
and items Less Than 10 Percent of  
the Total Qualifying Expenditures and  
Making to Appropriations for Fiscal  
2019-20



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

*Page 1 of 2*

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

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

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated Organizational Unit
- . General Fund – Finance
- . General Fund - Surveyor
- . Road Fund
- . Sheriff Fund
- . Community Corrections Fund
- . District Attorney Fund
- . Transportation System Development Charge Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Children, Families and Community Connection Fund
- . Public Health Fund
- . Health Centers Fund
- . Clackamas Broadband Utility Fund
- . Fleet Services Fund;

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for Transfers  
and items Less Than 10 Percent of  
the Total Qualifying Expenditures and  
Making to Appropriations for Fiscal  
2019-20



Resolution Order No. \_\_\_\_\_  
*Page 2 of 2*

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2019 through June 30, 2020.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

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

**DATED** this 23rd day of April, 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 23, 2020**

Recommended items by revenue source:

Fund Balance	\$ 201,220
License and Permits	(28,500)
Federal Operating Grant	424,393
State Operating Grant	(1,107,183)
Local Government and Other Agencies	390,221
Charge for Services	485,171
Interfund Transfer	184,491
Total Recommended	<u>\$ 549,813</u>

**GENERAL FUND - NOT ALLOCATED to ORGANIZATIONAL UNIT**

Expenses:	
Finance	\$ 526,000
Surveyor	(8,991)
Not Allocated to Organizational Unit	
Interfund Transfer	50,000
Contingency	(576,000)
Total Expenditures	<u>\$ (8,991)</u>

General Fund – Not Allocated to Organizational Unit is reducing contingency and budget for an interfund transfer appropriation to the Children, Family and Community Connection Fund for Children of Incarcerated Parents program.

General Fund – Finance is reducing contingency and adding appropriation for new budgeting software for OpenGov.

General Fund – Surveyor is recognizing an interfund transfer from the Road Fund for pre-payment loan from FY 2017-18 for the electronic plan review initiative for ePlan, adjusting for lower than anticipated fee revenue due to COVID 19 pandemic, and reducing program costs accordingly.

**ROAD FUND**

Expenses:	
Public Ways and Facilities	\$ 704,749
Not Allocated to Organizational Unit	
Interfund Transfer	194,491
Contingency	(899,240)
Total Expenditures	<u>\$ -</u>

Road Fund is reducing contingency to realign its budget to better reflect actual capital projects completion costs and personnel costs across programs. This fund is also reducing contingency and budgeting an interfund fund transfer to the Surveyor for loan repayment for FY 2017-2018 pre-payment to the ePlan (electronic plan review initiative).

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 23, 2020**

**SHERIFF**

Revenues:	
Fund Balance	\$ 201,220
Local Government and Other Agencies	52,256
Total Revenue	<u>\$ 253,476</u>
Expenses:	
Public Safety and Protection	\$ 253,476
Total Expenditures	<u>\$ 253,476</u>

Sheriff Fund is recognizing additional contract revenue with the City of Wilsonville and budgeting to add a full-time detective for Wilsonville. This fund is also recognizing additional fund balance to better align fund balances within its programs and budgeting for program costs.

**COMMUNITY CORRECTIONS**

Revenues:	
State Operating Grants	\$ 944,042
Total Revenue	<u>\$ 944,042</u>
Expenses:	
Public Safety and Protection	\$ 826,689
Not Allocated to Organizational Unit	
Special Payments	117,353
Total Expenditures	<u>\$ 944,042</u>

Community Corrections Fund is recognizing Criminal Justice Commission funding and budgeting for short-term transitional leave, and pretrial and corrections substance abuse programs.

**DISTRICT ATTORNEY FUND**

Revenues:	
Charge for Services	\$ 13,502
Total Revenue	<u>\$ 13,502</u>
Expenses:	
Public Protection	\$ 13,502
Total Expenditures	<u>\$ 13,502</u>

District Attorney Fund is recognizing additional internal services revenue and budgeting to provide Victim Advocate services for A Safe Place Family Justice Center and domestic violence investigator services.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 23, 2020**

**TRANSPORTATION SYSTEM DEVELOPMENT CHARGE FUND**

Revenues:	
Interfund Transfer	\$ 119,491
Total Revenue	<u>\$ 119,491</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 119,491
Total Expenditures	<u>\$ 119,491</u>

Transportation System Development Charge Fund is recognizing an interfund transfer from the Road Fund and budgeting the appropriation in contingency.

**BEHAVIORAL HEALTH FUND**

Revenues:	
Federal Operating Grants	\$ 200,000
State Operating Grants	(2,200,000)
Total Revenue	<u>\$ (2,000,000)</u>
Expenses:	
Health and Human Services	\$ (2,060,323)
Not Allocated to Organizational Unit	
Special Payments	400,000
Contingency	(339,677)
Total Expenditures	<u>\$ (2,000,000)</u>

Behavioral Health Fund is adjusting their budget to better reflect changes in the state funding agreement with Oregon Housing Authority and changed how the services are being paid with pass-through funds. This fund is also reducing contingency and budgeting for higher sub-recipient agreements costs for PEER Delivered Services and Mental Health Indigent programs.

**SOCIAL SERVICES FUND**

Revenues:	
Federal Operating Grants	\$ 216,947
State Operating Grants	148,775
Local Government and Other Agencies	(3,397)
Charge for Services	31,902
Interfund Transfer	(60,000)
Total Revenue	<u>\$ 334,227</u>
Expenses:	
Health and Human Services	\$ 280,069
Not Allocated to Organizational Unit	
Special Payments	54,158
Total Expenditures	<u>\$ 334,227</u>

Social Services Fund is adding funding for Transportation Reaching People-Dispatch and Taxi Rides, and reducing the interfund transfer from the Health, Housing and Administration Fund and budgeting for costs associated with these programs.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 23, 2020**

**CHILDREN, FAMILY AND COMMUNITY CONNECTIONS**

Revenues:	
Interfund Transfer	\$ 50,000
Total Revenue	<u>\$ 50,000</u>
Expenses:	
Health and Human Services	\$ 50,000
Total Expenditures	<u>\$ 50,000</u>

Children, Family and Community Connection Fund is recognizing an interfund transfer from the General Fund and budgeting this appropriation to the Children of Incarcerated Parents Program.

**PUBLIC HEALTH FUND**

Revenues:	
Federal Operating Grant	\$ 7,446
Local Government and Other Agencies	341,362
Charge for Services	40,706
Total Revenue	<u>\$ 389,514</u>
Expenses:	
Health and Human Services	\$ 282,068
Not Allocated to Organizational Unit	
Special Payments	107,446
Total Expenditures	<u>\$ 389,514</u>

Public Health Fund is recognizing additional Healthshare of Oregon funding and budgeting to add a full-time Program Planner and Community Health Nurse and other program costs associated with the Access to Care Program and Infectious Disease Programs.

**CLACKAMAS HEALTH CENTERS FUND**

Revenues:	
Charge for Services	\$ 131,552
Total Revenue	<u>\$ 131,552</u>
Expenses:	
Health and Human Services	\$ 731,552
Not Allocated to Organizational Unit	
Contingency	(600,000)
Total Expenditures	<u>\$ 131,552</u>

Health Centers Fund is recognizing additional Medicaid revenue and budgeting for personnel costs from recent changes in job position classifications to better fit current program needs. This fund is also transferring from contingency to capital outlay additional costs for building improvements at the Sandy Health clinic.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 23, 2020**

**CLACKAMAS BROADBAND UTILITY FUND**

Revenues:

Charge for Services	\$ 323,000
Total Revenue	\$ 323,000

Broadband Utility (Business-type Activity)	\$ 323,000
Total Expenditures	\$ 323,000

Clackamas Broadband Utility Fund is recognizing additional user and connection fee revenue and budgeting for construction costs associated with the Washington County project.

**FLEET SERVICES FUND**

General Government	\$ (7,507)
Not Allocated to Organizational Unit	
Contingency	7,507
Total Expenditures	\$ -

Fleet Services Fund is aligning it budget between programs to better reflect actual expenditure activity.





**CHRISTINA L. McMAHAN**  
DIRECTOR

**JUVENILE DEPARTMENT**  
**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

April 14, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment #8 Intergovernmental Agreement  
with Multnomah County for Assessment and Evaluation Program Beds for Youth**

<b>Purpose/Outcomes</b>	Amend the Intergovernmental Agreement (IGA) to increase encumbrance for Fiscal Year 19-20, and continue the purchase of Assessment and Evaluation beds through June 30, 2020
<b>Dollar Amount and Fiscal Impact</b>	Amendment to increase the current IGA for FY19-20 in the amount of \$126,449 by \$26,979, for a total IGA amount of \$153,428
<b>Funding Source</b>	These beds are funded with General Fund and Medicaid Funds
<b>Duration</b>	Terminates on June 30, 2020
<b>Previous Board Action</b>	Amendment #7 approved June 20, 2019, Agenda item V E.2
<b>Strategic Plan Alignment</b>	1. Provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	4/15/20
<b>Contact Person</b>	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
<b>Contract No.</b>	2015001 Amendment #8

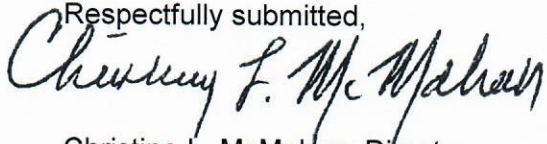
**BACKGROUND:**

Attached is an amendment to increase compensation to Multnomah County for Fiscal Year 2019-20 by \$26,979 in the IGA for Assessment and Evaluation Program beds. The Juvenile Department has utilized these beds at a higher rate this year-to-date than it has historically, and wants to ensure the capacity to serve Clackamas County youth in need of this short-term residential placement is available through June 30, 2020. This intergovernmental agreement was originally approved in September 2014, increased in 2015, renewed in 2016, renewed and increased in 2017, renewed and increased in 2018, and renewed and increased in 2019.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Amendment No. 8 Intergovernmental Agreement

Respectfully submitted,

A handwritten signature in black ink, reading "Christina L. McMahan". The signature is written in a cursive, flowing style.

Christina L. McMahan, Director  
Juvenile Department

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 8**

*(Amendment to change Contract provisions during contract term.)*

Contract Number 2015001 Amendment 8

This is an amendment to Multnomah County's Contract referenced above effective September 15, 2014, between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001, effective March 10, 2020:

(Note: Wording with ~~strike through~~ is being deleted; wording in ***bold italics*** is being added.)

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$180.28 per bed day through June 30, 2019. Starting July 1, 2019 the COUNTY agrees to pay MULTNOMAH for services performed under this Agreement the fixed amount of \$197.65 per bed day up to a maximum of ~~\$605,886~~ ***\$632,865***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of ~~\$605,886~~ ***\$632,865*** shall be divided as follows:

September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785  
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570  
July 1, 2016 – June 30, 2017 Amount to be paid: \$87,570  
July 1, 2017 – June 30, 2018 Amount to be paid: \$117,756  
July 1, 2018 – June 30, 2019 Amount to be paid: \$142,756  
July 1, 2019 – June 30, 2020 Amount to be paid: ~~\$126,449~~ ***\$153,428***.

MULTNOMAH shall be paid the current BRS rate. If the BRS rate changes during the term of the Contract, County shall be notified of the rate change via letter. The contents of the letter(s) shall become a part of this Contract as if fully set forth herein.

- II. All other terms and conditions of the contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

**CONTRACTOR:**

County Chair or Designee: n/a \_\_\_\_\_

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

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

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

Dept Director or Designee: Jane Jans For Erika Previtt

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

Date: 4/8/20

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

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a \_\_\_\_\_

Approved as to form by: \_\_\_\_\_

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

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



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

April 23, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for amendment #1 Between Metro Area  
Joint CAD System and CBX

<b>Purpose/Outcomes</b>	CBX is looking for approval for amendment #1 with the Metro Area Joint CAD System (MAJCS) for a redundant connection between WCCCA and CCOM.
<b>Dollar Amount and Fiscal Impact</b>	MAJCS will pay a non-recurring fee of \$850.00 for the new redundant connection. MAJCS will pay a recurring lease fee of \$6,120.00 annually for the new connection.
<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 MAJCS.
<b>Duration</b>	Effective upon signature by the board the SLA is effective once the connection is complete and be renewed annually.
<b>Previous Board Action</b>	Board previously approved CBX to build and maintain connections for the MAJCS in 2018.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.</li></ol>
<b>Counsel Review</b>	Andrew Naylor, April 2, 2020
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	N/A

**BACKGROUND:**

CBX is proposing to implement a new redundant connection between Washington County 911 center to Clackamas County 911 center. This new connection will provide a redundant path to ensure no downtime for the essential emergency networks.

**RECOMMENDATION:**

Staff respectfully recommends approval for this Service Level Agreement. This SLA will allow CBX to provide fast effective redundant fiber connectivity for the MAJCS group at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

DC  
Dave Cummings  
CIO Technology Services

**AMENDMENT #1**

**TO THE CLACKAMAS COUNTY/METRO AREA JOINT CAD SYSTEM  
FIBER OPTIC SERVICE LEVEL AGREEMENT**

This Amendment #1 is entered into by and between Metro Area Joint CAD System (“Customer”) and the Clackamas County (“County”) and it shall become part of the Fiber Optic Service Level Agreement entered into by and between the parties on May 3, 2018 (“Contract”).

The Purpose of the Amendment #1 is to make several changes to Appendix A, Service and Rate Schedule, of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon that Appendix A is hereby amended as follows:

**1. Appendix A, Section 4, Annual Recurring Charges**, is amended to add the following additional service location:

<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
4 Clackamas County Communications 9-1-1 2200 Kaen Rd #A Oregon City, OR 97045	Washington County Consolidated Communications Agency 17911 NW Evergreen Pkwy Beaverton, OR 97006	One Pair (two) dark fibers (South)	\$510.00

**2. Appendix A, Section 5, Nonrecurring Charges**, is amended to add the following nonrecurring charge:

<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
5 Clackamas County Communications 9-1-1 2200 Kaen Rd #A Oregon City, OR 97045	Washington County Consolidated Communications Agency 17911 NW Evergreen Pkwy Beaverton, OR 97006	Construction (South)	\$850.00

Except as expressly amended above, all other terms and conditions of the Contract, and Appendix A, shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Metro Area Joint CAD System

Authorized Signature

Michael Smith-MAJCS Projects Coordinator  
Name / Title (Printed)

2020-04-09  
Date

Clackamas County

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date



April 23, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks and Recreation District for  
Transfer of Appropriations for Fiscal Year 2019-2020**

<b>Purpose/Outcomes</b>	Approval of a resolution for a transfer of appropriations for North Clackamas Parks & Recreation District FY 2019-20
<b>Dollar Amount and Fiscal Impact</b>	There is no financial impact.
<b>Funding Source</b>	System Development Charges
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Strategic Plan Alignment</b>	This transfer of appropriations ensures a legally compliant and transparent budget process, which aligns with the County goal of Building Public Trust through Good Government.
<b>Previous Board Action</b>	<p><i>June 27, 2019 Business Meeting</i> – 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</p> <p><i>December 3, 2019 Special NCPRD Business Meeting</i> – Approval of Settlement Agreement between the City of Happy Valley and the North Clackamas Parks &amp; Recreation District</p> <p><i>December 12, 2019 Business Meeting</i> – Approval of Resolution No 2019-98 for a North Clackamas Parks and Recreation District Supplemental Budget (Less Than Ten Percent and Budget Reduction) for FY 2019-20</p> <p><i>March 19, 2020 Business Meeting</i> – Approval of Resolution No. 2020-17 for a North Clackamas Parks and Recreation District Supplemental Budget (More Than Ten Percent and Transferring and Making Appropriations) for FY 2019-20</p>
<b>Counsel Review</b>	County Counsel Reviewed and Approved 4/9/20
<b>Contact Person</b>	Elizabeth Gomez, Financial Operations Manager, NCPRD 503-742-4352



**BACKGROUND:**

Periodically during the fiscal year, it is necessary to transfer appropriations between the major categories (Administration, Park Maintenance, Recreation, Sports, Milwaukie Center, Aquatic Park, Marketing and Communications, Planning, Natural Resources, Nutrition, Transportation, Transfers, Contingency, Special Payments, Materials & Service, Capital Outlay, and Debt Service) to more accurately reflect the changing requirements of the operating departments.

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

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

- The System Development Charges Fund – Zone 1 is increasing Materials and Services Funds and decreasing appropriations to Capital Outlay in the amount of \$2,000 for additional expenditures related to the collection and accounting of SDC fees.
- The System Development Charges Fund – Zone 2 is increasing Materials and Services Funds and decreasing appropriations to Capital Outlay in the amount of \$4,000 for additional expenditures related to the collection and accounting of SDC fees.
- The System Development Charges Fund – Zone 3 is increasing Materials and Services Funds and decreasing appropriations to Capital Outlay in the amount of \$2,000 for additional expenditures related to the collection and accounting of SDC fees.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Resolution 2020-\_\_\_\_, including Exhibit A, in keeping with a legally accurate budget.

**ATTACHMENTS:**

1. Resolution 2020-\_\_\_\_

Respectfully submitted,

*Laura Zentner*

Laura Zentner, Director  
Business and Community Services

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

A RESOLUTION OF THE CLACKAMAS  
COUNTY BOARD OF COMMISSIONERS  
ACTING AS THE GOVERNING BOARD OF THE  
NORTH CLACKAMAS PARKS AND  
RECREATION DISTRICT AND PROVIDING  
AUTHORIZATION TO TRANSFER  
APPROPRIATIONS WITHIN THE NORTH  
CLACKAMAS PARKS AND RECREATION  
DISTRICT FOR FISCAL YEAR 2019-20



Resolution No. 2020-\_\_\_\_\_

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

**Whereas**, transfer of appropriations for the period of July 1, 2019 through June 30, 2020, inclusive, is necessary to continue to prudently manage the distribution of those expenditures for the needs of District residents;

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

- North Clackamas Parks and Recreation District System Development Charges Fund – Zone 1
- North Clackamas Parks and Recreation District System Development Charges Fund – Zone 2
- North Clackamas Parks and Recreation District System Development Charges Fund – Zone 3

**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 its authority under ORS 294.463, the transfer of appropriations within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made part of this Resolution.

**DATED** this April 23, 2020

**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  
April xx, 2020**

Recommended items by revenue source:

**North Clackamas Parks and Recreation District  
System Development Charges Fund - Zone 1 - Fund 281**

Expenditures:

Materials & Services	\$ 2,000
Capital Outlay	(2,000)
Total Expenditures	<u><u>\$ -</u></u>

The North Clackamas Parks and Recreation District System Development Charges Fund - Zone 1 is decreasing the *Capital Outlay* category and increasing the *Materials and Services* category to pay for additional expenditures related to the collection and accounting of SDC fees.

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

Expenditures:

Materials & Services	\$ 4,000
Capital Outlay	(4,000)
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 *Materials and Services* category to pay for additional, unanticipated expenditures related to the accounting and collection of SDC fees.

**North Clackamas Parks and Recreation District  
System Development Charges Fund - Zone 3 - Fund 283**

Expenditures:

Materials & Services	\$ 2,000
Capital Outlay	(2,000)
Total Expenditures	<u><u>\$ -</u></u>

The North Clackamas Parks and Recreation District System Development Charges Fund - Zone 3 is decreasing the *Capital Outlay* category and increasing the *Materials and Services* category to pay for additional, unanticipated expenditures related to the accounting and collection of SDC fees.



OFFICE OF COUNTY COUNSEL

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

**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

April 23, 2020

Board of County Commissioners  
Board of North Clackamas Parks and Recreation District  
Clackamas County

Members of the Board:

Approval of revised Deed to Transfer Village Green Park Pursuant to the  
Settlement Agreement with the City of Happy Valley

<b>Purpose/Outcomes</b>	Transfer of Village Green Park as required by Settlement Agreement with the City of Happy Valley.
<b>Dollar Amount and Fiscal Impact</b>	One time settlement payment of \$14,300,000.00, the loss of approximately \$1.5 million in annual property taxes generated in Happy Valley, and the parks to be transferred as described below.
<b>Funding Source</b>	Funding provided by the North Clackamas Parks and Recreation District.
<b>Duration</b>	Effective immediately if approved.
<b>Previous Board Action</b>	Approval of Settlement Agreement on December 3, 2019. Approval of other deeds to transfer park properties on March 19, 2020.
<b>Counsel Review</b>	The deeds have been reviewed by County Counsel on April 15, 2020
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Contact Person</b>	Jeffrey D. Munns, Assistant County Counsel (503) 742-5984
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Settlement Agreement with the City of Happy Valley in the lawsuits with the North Clackamas Parks and Recreation District included a term to transfer ownership, liability and maintenance of the following parks and properties to Happy Valley:

- Southern Lites Park
- Village Green Park
- Ashley Meadows Park
- Selected parcels in Mt. Talbert Nature Park (those owned by NCPRD and located within City limits)
- Mt. Scott Creek Trail
- Hidden Falls Nature Park

It was agreed that these properties would be transferred by Quitclaim Deed. These transactions must be completed within 60 days after the passage of the legislation that allows for Happy Valley to be withdrawn from the District. The legislation was signed by the Governor on February 27, 2020. The revised Deed to transfer Village Green Park is presented as the previous deed not included all parcels in the legal description.

**RECOMMENDATION:**

Staff recommends the Board approve the transfer of this park consistent with the settlement agreement on behalf of the North Clackamas Parks and Recreation District and on behalf of Clackamas County.

Respectfully submitted,



Jeffrey D. Munns  
Assistant County Counsel

**Until a change is requested,  
all tax statements will be sent to:**

Jason Tuck  
City Manager  
City of Happy Valley  
16000 SE Misty Dr.  
Happy Valley, OR 97086

**After recording return to:**

Jason Tuck  
City Manager  
City of Happy Valley  
16000 SE Misty Dr.  
Happy Valley, OR 97086

### **STATUTORY QUITCLAIM DEED**

North Clackamas Parks and Recreation District, a county service district, Grantor, releases and quitclaims to the City of Happy Valley, a municipal corporation, Grantee, all right, title, and interest in and to the following described real property:

**The property commonly known as Village Green Park.**

Legal Description: Real Property in the County of Clackamas, State of Oregon, described as follows:

**See "Exhibit A" below.**

The true consideration for this conveyance is other value given.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO

195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: April \_\_\_\_\_, 2020.

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
Jim Bernard  
Sonia Fischer  
Ken Humberston  
Paul Savas  
Martha Schrader

\_\_\_\_\_  
Jim Bernard, Chair

Clackamas County, Oregon, Board of County Commissioners approved this item by Agenda Item Number \_\_\_\_\_ on April 23, 2020.

STATE OF OREGON        )  
                                  ) ss.  
County of Clackamas     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of April, 2020, by Jim Bernard, as Chair of the Clackamas County Board of County Commissioners, and as the Chair of the Board of the North Clackamas Parks and Recreation District, organized and operated under ORS Chapter 451.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**APPROVED AND ACCEPTED BY:**

CITY OF HAPPY VALLEY,  
a municipal corporation

\_\_\_\_\_  
Jason Tuck  
City Manager

STATE OF OREGON        )  
                                  ) ss.  
County of Clackamas     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of April, 2020, by Jason Tuck, City Manager for the City of Happy Valley, a municipal corporation.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



## **Exhibit A**

**Lot 7, of the SUNNYSIDE VILLAGE plat and last recorded in Clackamas County Recorder's document 2001-092-485, and Tract B of SUNNYSIDE VILLAGE 3 plat as incorporated into Lot 7 by Clackamas County document SM000962, in the County of Clackamas and State of Oregon.**



Gregory L. Geist  
Director

April 23, 2020

Board of County Commissioners  
As the Governing Body of Water Environment Services  
Members of the Board:

**APPROVAL OF A RESOLUTION FOR A TRANSFER OF APPROPRIATIONS FOR FY 2019-20  
FOR WATER ENVIRONMENT SERVICES**

<b>Purpose/Outcomes</b>	Budget change FY 2019-20.
<b>Dollar Amount and Fiscal Impact</b>	No fiscal impact. Transfer of \$145,300 from Contingency into Capital Outlay within the Surface Water Construction Fund to cover unforeseen capital expenditures.
<b>Funding Source</b>	District funds. No General Funds.
<b>Duration</b>	July 1, 2019 through June 30, 2020.
<b>Previous Board Action/Review</b>	Budget Adopted June 27, 2019.
<b>Counsel Review</b>	This resolution was reviewed and approved by County Counsel on April 13, 2020.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. WES Customers will continue to benefit from a well-managed utility.</li> <li>2. Build public trust through good government.</li> <li>3. Natural resources will be better protected through the construction of surface water infrastructure.</li> </ol>
<b>Contact Person</b>	Doug Waugh, Finance Manager <a href="mailto:dougwau@clackamas.us">dougwau@clackamas.us</a>
<b>Contract No.</b>	N/A

**BACKGROUND:**

Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of Clackamas Water Environment Services ("WES").

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

The attached resolution transfers \$145,300 from the Contingency category to the Capital Outlay category in WES' Surface Water Construction Fund to cover unforeseen capital

expenses related to the Southeast 106<sup>th</sup> Ave. Storm Outfall project. This project was authorized as an opportunity investment. WES' stormwater plan had anticipated at some point making a connection between two existing lines across this property. The property was acquired and a developer began work on the site. WES was able to partner with the developer to have the new surface water infrastructure constructed now, when it would both be cheaper and minimize disruption to the development. This resulted in a net gain for the developer, the surface water system's functionality, and water quality.

**RECOMMENDATION:**

WES staff recommends the Board of County Commissioners of Clackamas County, as the governing body of Water Environment Services, approve the Resolution and related Exhibit A for Water Environment Services to maintain a legally accurate budget.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist, Director  
Water Environment Services

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

In the Matter of Providing  
Authorization to Transfer  
Appropriations Between Categories  
within the Fiscal Year 2019-20 for  
Water Environment Services



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

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

WHEREAS, a transfer of appropriations of \$145,300 within the Surface Water Construction Fund for the period of July 1, 2019 through June 30, 2020, is necessary to continue to prudently manage the distribution of those expenditures for the needs of Water Environment Services; and

It further appearing that it is in the best interest of Water Environment Services to approve this transfer of appropriations for the period of July 1, 2019 through June 30, 2020.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES THAT:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

CLACKAMAS COUNTY BOARD OF COUNTY  
COMMISSIONERS as the Governing Body  
of Water Environment Services:

\_\_\_\_\_  
Chair

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



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with N.T.A. Contracting, Inc. for the  
Last Road Sewer Relay and Asphalt Pavement Improvements

<b>Purpose/Outcomes</b>	Execution of the contract between Water Environment Services and N.T.A. Contracting, Inc. for the Last Road Sewer Relay and Asphalt Pavement Improvements Project.
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is not to exceed \$195,777.00
<b>Funding Source</b>	Capital Improvement : 639-01-20100-481020-P632215
<b>Duration</b>	Construction Duration is 90 days from Notice to Proceed.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Assignment</b>	1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding.
<b>Counsel Review</b>	April 13, 2020
<b>Contact Person</b>	Jessica Rinner, 503-742-4551

**BACKGROUND:**

This contract consists of relaying approximately 675 linear feet of 8" gravity sanitary sewer pipe and installing a new manhole to remove sags and bellies from existing sewer line. Once the sewer has been relayed the street will have asphalt pavement improvements.

The Project includes the following:

- Dig and replace existing 675' of sanitary sewer line with 8" diameter ASTM D-3034, SDR 35 pipe.
- Installing one new 48" diameter concrete manhole with flexible watertight connecting boots to attached pipe.
- Reconnecting existing service laterals.
- Asphalt pavement improvements to the street.
- Additional and incidental work as called for by the specifications and plans.

The Engineer's Estimate was \$210,000.00.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS and LCRB Rules on February 6, 2020. Bids were publicly opened on March 10, 2020, three (3) bids were received: N.T.A. Contracting, Inc., \$195,777.00; Elting Northwest, Inc., \$210,190.00; and Braun Construction + Design, LLC, \$293,065.00. After review of the bids and all necessary documentation, N.T.A. Contracting, Inc. was determined to be the lowest responsive bidder.

**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 Contract between Water Environment Services and N.T.A. Contracting, Inc. for the Last Road Sewer Relay and Asphalt Pavement Improvements Project for a total contract amount not to exceed \$195,777.00.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the BCC Agenda \_\_\_\_\_ by Procurement.



**WATER ENVIRONMENT SERVICES  
PUBLIC IMPROVEMENT CONTRACT**  
Contract #2697

This Public Improvement Contract (the "Contract"), is made by and between Water Environment Services, a political subdivision of the State of Oregon, hereinafter called "Owner," and **N.T.A. Contracting, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2020-15 Last Road Sewer Relay and Asphalt Pavement Improvements**

**1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of **one hundred ninety-five thousand seven hundred seventy-seven thousand dollars (\$195,777.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (1/1/2020) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

**2. Representatives.**

Contractor has named Jason Ashe as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Jessica Rinner as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

**3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Jason Ashe shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Job Superintendent:** Jon Anderson shall be the Contractor's on-site job superintendent throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: 90 days from NTP

FINAL COMPLETION DATE: 120 days from NTP

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Water Environment Services and Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

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

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

#### **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("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 purpose unless specifically authorized in writing under this Contract.

**9. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**11. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1** Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
  - 11.1.1. \$655 per Calendar day past the Substantial Completion date.

**12. Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

**13. Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

**In witness whereof,** Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:  
**N.T.A. Contracting, Inc.**  
**10350 N. Vancouver Way #345**  
**Portland, Oregon 97217**

Contractor CCB # 80682    Expiration Date: 03/27/2021  
Oregon Business Registry # 172159-14    Entity Type: DBC    State of Formation: Oregon

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

N.T.A. Contracting, Inc.

Water Environment Services

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title Printed

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

APPROVED AS TO FORM

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

\_\_\_\_\_  
Date