



# AGENDA

## Wednesday, November 26, 2014 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-115

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation of Video Commemorating the Flood of 1964 in Clackamas County (Nancy Bush and Jay Wilson, Emergency Management)

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

**III. DISCUSSION ITEMS** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

**~NO DISCUSSION ITEMS SCHEDULED**

**IV. CONSENT AGENDA** *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. 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

- 2 1. Approval of a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model Incentive Program - *Health Centers*
- 3 2. Approval of an Amendment to the Agency Service Contract 6497, with Metropolitan Family Services, Inc. for Family Reunification Services - *Children, Youth & Families*
- 4 3. Approval of an Amendment to the Agency Service Contract 6487, with Northwest Family Services, Inc. for Family Reunification Services - *Children, Youth & Families*
- 5 4. Approval of Intergovernmental Revenue Contract Amendment for Professional Services with State of Oregon Department of Education - *Children, Youth & Families*
- 4 5. Approval of Intergovernmental Subrecipient Agreement, Amendment No. 1 with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents - *Social Services*

7 6. Approval of Intergovernmental Subrecipient Agreement, Amendment No. 1 with the City of Wilsonville/Wilsonville Community Center to provide Social Services for Clackamas County Residents – *Social Services*

8 7. Approval of a Change Order on a Construction Contract between the Department of Health, Housing and Human Services and Jim Smith Excavating for the NW Gladstone Infrastructure Improvements Project – *Housing and Community Development*

**B. Department of Transportation & Development**

9 1. Approval of Amendment No. 1 to Intergovernmental Agreement No. 27929 with Oregon Department of Transportation for Right-of-Way Services for the Pudding River (Whiskey Hill Road) Bridge Project

**C. Elected Officials**

10 1. Approval of Previous Business Meeting Minutes – *BCC*

**D. County Counsel**

11 1. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County (*this item also under NCPRD, Development Agency and WES*)

**V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT (NCPRD)**

12 1. Approval of Final Contract Payments for Professional Services by North Clackamas Parks & Recreation District to Snowfish, Inc. dba Fish Marketing

13 2. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County (*this item also under County Counsel, Development Agency and WES*)

**VI. DEVELOPMENT AGENCY**

14 1. Authorization to Execute an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County Development Agency for the Lawnfield Conveyance Ditch Project (*this item also under WES*)

15 2. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County (*this item also under County Counsel, NCPRD and WES*)

**VII. WATER ENVIRONMENT SERVICES (WES)**

16 1. Authorization to Execute an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County Development Agency for the Lawnfield Conveyance Ditch Project (*this item also under Development Agency*)

17 2. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County (*this item also under County Counsel, NCPRD and Development Agency*)

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**



NANCY S. BUSH  
DIRECTOR

**DEPARTMENT OF EMERGENCY MANAGEMENT**  
**COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER**  
2200 KAEN ROAD | OREGON CITY, OR 97045

November 26, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation of videos commemorating the Flood of 1964 in Clackamas County

<b>Purpose</b>	Presentation only
<b>Dollar Amount and Fiscal Impact</b>	These two short videos were produced within existing budgeted resources.
<b>Funding Source</b>	Existing Emergency Management and Public & Government Affairs budgets
<b>Safety Impact</b>	These videos will educate the public about the potential for and impacts of flooding in Clackamas County.
<b>Duration</b>	Not applicable
<b>Previous Board Action/Review</b>	No previous Board review or action
<b>Contact Person</b>	Jay Wilson, Emergency Management
<b>Contract No.</b>	Not applicable

**BACKGROUND:**

Flooding is the most widespread and recurrent natural hazard in Clackamas County. With the 50<sup>th</sup> anniversary of the modern flood of record approaching in December, the Department of Emergency Management, with assistance from Public and Government Affairs, are rolling out a flood awareness and safety campaign using the 1964 Christmas flood as a platform for engaging the residents and businesses in Clackamas County. The underpinning for this campaign is a series of video interviews of eyewitnesses, survivors, and family members recounting their stories and sharing their personal family images from that disaster. The County is also collaborating with state and federal agencies for regional showcase of this historic event and the implications for disaster preparedness today.

**RECOMMENDATION:** Presentation only, no recommendation.

Respectfully submitted,

*Nancy Bush*  
Nancy Bush, Director  
Emergency Management

November 26, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of a Revenue Agreement with CareOregon for the  
Primary Care Incentive Payment Model (PCPM) Incentive Program**

<b>Purpose/Outcomes</b>	Provides Clackamas County Health Centers Division (CCHCD) an incentive bonus for reporting on and meeting select Coordinated Care Organization (CCO) measures.
<b>Dollar Amount and Fiscal Impact</b>	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement; we estimate CCHCD will receive approximately \$512,368. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	Primary Care Clinics
<b>Safety Impact</b>	N/A
<b>Duration</b>	October 1, 2014 – September 30, 2015
<b>Previous Board Action</b>	The Board approved the current agreement on January 23, 2014 – Agenda item 012314-A3
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	7003

**Background**

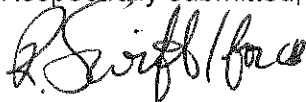
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program.

CareOregon offers an incentive bonus to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Services Agreement with CareOregon. This contract has been reviewed by County Counsel on December 24, 2012. This contract is retro-active due to late receipt from CareOregon.

**Recommendation**

Staff recommends that the Board approve CCPHD's request to apply for the Retail Program Standards Grant Program.

Respectfully submitted,



Cindy Becker, Director

**CareOregon and Clackamas County Health Department**

**Letter of Agreement for CareOregon Patient and Population Centered**

**Primary Care Home Payment Model**

CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division ("Provider") hereby agree to the following terms and conditions:

**Recitals:**

- A. CareOregon and Provider are independent companies.
- B. This Letter of Agreement is distinct and separate from the Primary Care Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Primary Care Services Agreement remains in place and is effective between CareOregon and Provider.
- C. Letter of Agreement shall be applicable only so long as Provider is recognized by the state of Oregon as a Patient Centered Primary Care Home (PCPCH).
- D. Both entities acknowledge that this is a pilot program that will be reviewed periodically.
- E. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this agreement will be re-evaluated.
- F. This letter of agreement shall be applicable for the time period between October 1, 2014 and September 30, 2015.

**Patient and Population Centered Primary Care Clinic Quality Incentive Payments:**

For the time period between October 1, 2014 and September 30, 2015, Provider shall be eligible for a quality bonus based on the quality outcomes measures described in the CareOregon Patient and Population Centered Primary Care Payment Model (described in Attachment A).

Under this payment model, Provider is eligible for a risk adjusted PMPM depending on Level of achievement in the payment model of:

Payment Model Level	Risk Adjusted PMPM Gladstone	Risk Adjusted PMPM Beavercreek, Sunnyside, Sandy
Level 1	\$2.00	\$2.27
Level 2	\$3.66	\$4.54
Level 3	\$5.50	\$6.81

**Terms:**

- Payment will be made monthly based on the members assigned to the Provider as of the first (1<sup>st</sup>) of the month.
- Payment level is based on prior 6 months performance and will be increased or decreased based on level of achievement in the payment model. Level placement will be re-evaluated every 6 months.
- All participating Providers will begin the first six months at Level 1.
- Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model.
- Measurement data is due April 30<sup>th</sup> for October – March and October 31st for April to September.
- Risk Adjustments are based on September 2014 calculation by CareOregon.
- This agreement is renewable on an annual basis at the discretion of CareOregon.
- Quality data reports are required to be submitted at agreed upon deadlines. Increased quality payment is contingent on quality data being submitted by deadline.

**Confidentiality:**

This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither part will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

**Agreed to on behalf of Clackamas County:**

**Agreed to on behalf of CareOregon:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## Attachment A

### CareOregon 2014 – 2015 Primary Care Incentive Payment Model



#### General Information

#### Eligibility

All clinics that are assigned CareOregon members and are certified at any Tier in Oregon PCPCH Program.

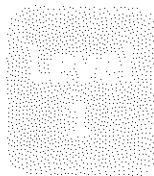
#### Model



- Report monthly on 5 selected measures
- Improve 3% on at least 3 measures
- Receive measures and roster on CO Attributed Members



- Report monthly on 5 selected measures
- Improve 3% on at least 1 measure
- Receive measures and roster on CO Attributed Members



- Report monthly on 3 selected measures
- Receive measures and roster on CO Attributed Members

In general, the Levels will be paid at the following levels (**these will be risk-adjusted by clinic**):

Level 1: \$2 pmpm

Level 2: \$4 pmpm

Level 3: \$6 pmpm

There are three components to the model:

**Report and Improve Clinical and Operational Performance.** Clinics will select up to 5 measures from the menu to report on **every month from their data, for their entire population**, for the year. **At least two measures must be CCO incentive metrics.** Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all clinics will be Level 1 and will have the opportunity to qualify for a higher level at the second data submission. Metrics will be re-evaluated every 6 months and clinics will go up or down levels based on current performance.*

**Participate in Patient Attribution Improvement Project.** Clinics will also receive reports on the % of their assigned membership that have had contact with the clinic along with rosters of assigned members.

**Simple Budget Reporting.** Report on allocation of pmpm dollars to support improvement work at practice site.

Measure Menu

In order to support the ongoing work of the CCO and Medicare, at least 3 measures chosen must be one of the preferential measures (listed in orange) that applies to the clinics patient population.

There is an opportunity to select one of the 5 measures that is outside the list of measures below for practices that have a compelling reason to include them based on patient population and clinic priorities. Practices will be asked to submit documentation on the requested measure, evidence for selected the measure, and specifications that will be used.

Stretch targets apply to clinics working on the preferential metrics. Clinics need to choose metrics that they can still achieve a 3% improvement or the stretch target does not apply. If a clinic achieves a 3% improvement AND surpasses the stretch target, the metric does not require an additional 3% improvement.

Monthly reporting period on selected measures will start October 2014.

	Measure Description	Stretch Target	Measure Choice
<b>Choose at least 3</b>	Adolescent Well Care Visits	60%	X
	Adult BMI assessment	91%	
	Blood pressure control, HTN pts	70%	
	Breast Cancer screening	81%	
	Colorectal Cancer Screening	55%	X
	Developmental screening	55%	X
	Diabetes: Blood Pressure Management (% BP < 140/90)	75%	
	Diabetes: Eye Exam	77%	
	Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	14%	
	Diabetes: LDL Management and Control (% LDL < 100)	62%	
	Diabetes: Nephropathy Testing	94%	
	Eligible population with a flu shot	81%	
	SBIRT screening and intervention/treatment (can be 18+ or 12+)	15%	
	Medication Review among patients 65+	87%	
	% patients with ED visits receiving a follow up call	90%	
	Prenatal care in first trimester	90%	
Screening for Depression and Follow up Plan	50%		
<b>Menu</b>	Advanced care planning among patients 65+		
	Alcohol and Other Drug Dependence Treatment (initiation)		
	Cervical cancer screening		
	Childhood BMI assessment & nutrition/exercise counseling		
	Childhood immunization rate		
	Well-Child visits in the First 15 months of life (5+)		
	Follow up Care for Children prescribed ADHD medication		
	Immunization for Adolescents		
	Patients assigned vs. Seen (CareOregon Members assigned vs those that have been seen in clinic)		X
	Use of appropriate asthma meds		
	Telephone call abandonment rate		X
	Tobacco use & cessation intervention		
	Other: please describe		



Specification Links for use if needed. Clinics can adapt specifications to meet their specific clinical population and to align with other like-metrics:

CCO Incentive Metrics: <http://www.oregon.gov/oha/Pages/CCO-Baseline-Data.aspx>

NQF: <http://www.qualityforum.org/QPS/QPSTool.aspx>

HEDIS: <http://www.ncqa.org/HEDISQualityMeasurement/HEDISMeasures/HEDIS2014.aspx>

**Bonus Metrics:**

Bonus Metrics are measured over the year and improvement is calculated as an average between the 6 month and year end reporting periods. The average of the two values will be evaluated at the end of the reporting year. Any clinic that improves these metrics 3% over the year will increase 1 Level for the subsequent reporting period. There is no risk of decreasing levels for this metric.

Measure #	Measure Description
1	Total Per Member Per Month Cost
2	ED Visits for Any Cause/1000 members
3	Any Cause Hospital Admissions/1000 members



Cindy Becker  
Director

November 26, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Amendment to the Agency Service Contract with  
Metropolitan Family Services, Inc

<b>Purpose/Outcomes</b>	Increases Family Reunification intervention services from 65 to 103 high risk families. Extends contract to June 30, 2015.
<b>Dollar Amount and Fiscal Impact</b>	This amendment is \$92,771 that increases the current contract from \$159,034 to a new contract total of \$251, 805. There is no general fund match required for this contract.
<b>Funding Source</b>	Oregon Department of Human Services – Clackamas Region Branch
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective upon signature and terminates on June 30, 2015
<b>Previous Board Action</b>	Original contract approved by the Board 011/14/13. Board Contract #111413-A1
<b>Contact Person</b>	Joe Koziol
<b>Contract No.</b>	6497

**BACKGROUND:**

The Children, Youth and Families Division, of Health, Housing and Human Services Department (H3S) request the approval of Amendment #1 to the Agency Service Contract with Metropolitan Family Services, Inc. for Family Reunification Services to June 30, 2015.

The services to be provided under this contract include: 1) connect a minimum of 103 families to existing social services provided by the county; 2) provide parent education to a minimum of 103 families to immediately stabilize the family while they wait to enter existing treatment service that will resolve State DHS client/family’s long term service needs.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Cindy Becker, Director

**Contract Amendment (FY 14-15)  
Health, Housing and Human Services**

HHHS Contract Number: 6497

Board Order Number 111413-A1

Division: CYF/HHHS

Amendment No.1

Contractor: Metropolitan Family Services, Inc.

Amendment Requested By: CYF

Changes:  Scope of Service  
 Contract Time

Contract Budget  
 Other:

**Justification for Amendment: The State revenue contract for CYF to administer the Strengthening, Preserving, Reunifying Families program was extended until June 30, 2015. Likewise, CYF is extending its subcontract with Metropolitan Family Services, Inc. to extend their contract until June 30, 2015.**

**Amend: Scope of Services**

- A. Provide Family Reunification services that : 1) connect families to existing social services provided by the county; and 2) provide parent education to a minimum of 65 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the DHS client/family's long term service needs as described in Work Plan Exhibit 1 attached hereto.**

**To Read:**

- A. Provide Family Reunification services that: 1) connect a minimum of 103 to existing social services provided by the county; and 2) provide parent education to minimum of 103 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the DHS client/family's long term service needs as described in Work Plan Exhibit 1 attached hereto.**

**Amend: Scope of Services**

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to November 1, 2013. This agreement shall terminate October 31, 2014.**

Contract Amendment

Page 2

To Read:

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to November 1, 2013. *This agreement shall terminate June 30, 2015.***

Amend:

**Compensation and Records**

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section 1 as follows:**

**On a cost reimbursement basis as described in Exhibit 3, attached hereto. Up to a maximum compensation of \$159,034.00**

To Read:

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section 1 as follows:**

**On a cost reimbursement basis as described in Exhibit 3, attached hereto. Up to a maximum compensation of \$251,805.00 (increase of) \$92,771.00.**

Contract Amendment

Page 3

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Agency/Contractor  
Metropolitan Family Services, Inc.

Organization Name

Address

1808 SE Belmont St. Portland, Or. 97214

City, State, Postal Code

*Jwana M Allison*

Signature

*Chief Financial Officer*

Title

*11-14-14*

Date

**CLACKAMAS COUNTY**

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

*Cindy Becker*

Director  
Health, Housing and Human Services Dept.

Date

*Rodney A. Cook*

Rodney A. Cook, Director

Children, Youth & Families Division

*11/17/14*

Date

**Budget Summary**  
Differential Response Implementation Grant  
Clackamas County

**Metropolitan Family Service - 2014-15**

**Revenue**

DHS Child Welfare/Clackamas County	\$92,771
MFS Fundraising	-
<b>Total Revenue</b>	<u><b>\$92,771</b></u>

**Personnel**

**Wages and benefits**

Family Support Direct Staff 2.1 FTE	\$62,429
Manager .35 FTE	11,914
<b>Total Wages</b>	<u><b>\$74,343</b></u>

**Non Personnel Expense**

Local Transportation	\$1,983
Program Supplies	1,707
Occupancy	1,050
Phone	1,003
Staff Training	583
<b>Total Non Personnel</b>	<u><b>\$6,327</b></u>

Grant Administration	\$12,101
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<b>Total Requested Budget</b>	<u><u><b>\$92,771</b></u></u>
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Cindy Becker  
Director

November 26, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Amendment to the Agency Service Contract with  
Northwest Family Services, Inc

<b>Purpose/Outcomes</b>	Increases Family Reunification intervention services from 225 to 338 high risk families. Extends contract to June 30, 2015.
<b>Dollar Amount and Fiscal Impact</b>	This amendment is \$233,069.41 that increases the current contract from \$377,566 to a new contract total of \$610,635.41. There is no general fund match required for this contract.
<b>Funding Source</b>	Oregon Department of Human Services – Clackamas Region Branch
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective upon signature and terminates on June 30, 2015
<b>Previous Board Action</b>	Original contract approved by the Board 11/07/13. Board Contract #11713-A1
<b>Contact Person</b>	Joe Koziol
<b>Contract No.</b>	6497

**BACKGROUND:**

The Children, Youth and Families Division, of Health, Housing and Human Services Department (H3S) request the approval of Amendment #1 to the Agency Service Contract with Northwest Family Services, Inc. for Family Reunification Services to June 30, 2015.

The services to be provided under this contract include: 1) connect a minimum of 225 families to existing social services provided by the county; 2) provide crisis mental health, alcohol and drug services, to a minimum of 119 families; and provide alcohol and drug services to a minimum of 119 families to immediately stabilize the family while they wait to enter existing treatment service that will resolve State DHS client/family's long term service needs.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Cindy Becker, Director

Contract Amendment (FY 14-15)  
Health, Housing and Human Services

HHHS Contract Number: 6487

Board Order Number 110713-A1

Division: CYF/HHHS

Amendment No.1

Contractor: Northwest Family Services, Inc.

Amendment Requested By: CYF

Changes:  Scope of Service  
 Contract Time

Contract Budget  
 Other:

**Justification for Amendment:** The State revenue contract for CYF to administer the Strengthening, Preserving, Reunifying Families program was extended until June 30, 2015. Likewise, CYF is extending its subcontract with Northwest Family Services, Inc. to extend their contract until June 30, 2015.

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**Amend: Scope of Services**

- A. Provide Family Reunification services that: 1) connect a minimum of 225 families to existing social services provided by the county; and 2) provide crisis mental health, alcohol and drug services, to a minimum of 150 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the DHS client/family's long term service needs as described in Work Plan Exhibit 1 attached hereto.

**To Read:**

- A. Provide Family Reunification services that: 1) connect a minimum of 338 families to existing social services provided by the county; and 2) provide crisis mental health to a minimum of 119 families; and provide alcohol and drug services to a minimum of 119 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the DHS client/family's long term service needs as described in Work Plan Exhibit 1 attached hereto.

**Amend: Scope of Services**

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to November 1, 2013. This agreement shall terminate October 31, 2014.

**To Read:**

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to November 1, 2013. *This agreement shall terminate June 30, 2015.*



**Amend: Compensation and Records**

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section 1 as follows:**

**On a cost reimbursement basis as described in Exhibit 3, attached hereto. Up to a maximum compensation of \$377,566.00**

**To Read:**

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section 1 as follows:**

**On a cost reimbursement basis as described in Exhibit 3, attached hereto. Up to a maximum compensation of \$610,635.41 (increase of \$233,069.41).**

Contract Amendment

Page 3

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Agency/Contractor

Northwest Family Services, Inc.

Organization Name

Address

6200 SE King Road Portland, Or 97222

City, State, Postal Code

*Rose Fuller*

Signature

*Executive Director*

Title

Date

*11/10/14*

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director

Health, Housing and Human Services Dept.

Date

*Rodney A. Cook*

Rodney A. Cook, Director

Children, Youth & Families Division

Date

*11/17/14*

**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION**  
**Annual Budget (FY Jul 14-Jun 15) - Exhibit 3**

<b>Organization:</b>	Northwest Family Services	<b>Report For:</b>	<input type="checkbox"/> Nov 13	<input type="checkbox"/> Dec 13	<input type="checkbox"/> Jan 14
<b>Service:</b>	Strengthening, Preserving, Reuniting Families		<input type="checkbox"/> Feb 14	<input type="checkbox"/> Mar 14	<input type="checkbox"/> Apr 14
<b>Program Contact:</b>	Rose Fuller		<input type="checkbox"/> May 14	<input type="checkbox"/> Jun 14	<input type="checkbox"/> Jul 14
<b>Date:</b>	Dec 1, 2014 - June 30, 2015		<input type="checkbox"/> Aug 14	<input type="checkbox"/> Sep 14	<input type="checkbox"/> Oct 14

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
<b>Personnel (List salary, FTE &amp; Fringe costs for each position)</b>									
D Sanchez, Family Support Navigator 1.0FTE	\$ 22,008.00		\$ 22,008.00			\$ -			
C Calvin-Sneeze, Family Support Navigator 1.0FTE	\$ 22,008.00		\$ 22,008.00			\$ -			
C Etheredge, Family Support Navigator 0.25FTE	\$ 5,657.00		\$ 9,188.00						
C Etheredge, Family Resource Coord. 0.15 FTE	\$ 2,916.00								
K Navarrete, Family Resource Coord. 0.75 FTE	\$ 16,506.00		\$ 16,506.00			\$ -			
R Hayes-Barba, Clinical Supervisor 0.2FTE	\$ 6,763.00		\$ 6,763.00			\$ -			
A Russon, Family Therapist 1.0FTE	\$ 28,276.00		\$ 28,276.00			\$ -			
C Palmer, D & A Therapist 1.0FTE	\$ 28,276.00		\$ 28,276.00			\$ -			
J Vargas, Health Nav. Dept. Mgr. 0.38FTE	\$ 10,366.00		\$ 10,366.00			\$ -			
Subtotal	\$ 142,776.00		\$ 142,776.00			\$ -			
Fringe 21%	\$ 29,982.96		\$ 29,982.96			\$ -			
<b>Total Personnel Svcs</b>	<b>\$ 172,758.96</b>	<b>\$ -</b>	<b>\$ 172,758.96</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			
<b>Administration</b>									
R Fuller, Executive Director 0.10 FTE	\$ 6,020.00		\$ 6,020.00			\$ -			
G Hitchcock, Office Mgr. 0.08FTE	\$ 3,125.00		\$ 3,125.00			\$ -			
Clinical	\$ 3,000.00		\$ 3,000.00			\$ -			
Subtotal	\$ 11,145.00		\$ 11,145.00			\$ -			
Fringe 21%	\$ 2,340.45		\$ 2,340.45			\$ -			
<b>Total Administration</b>	<b>\$ 24,630.45</b>	<b>\$ -</b>	<b>\$ 24,630.45</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			
<b>Supplies</b>									
Office/Materials	\$ 2,358.00		\$ 2,358.00			\$ -			
<b>Equipment</b>			\$ -			\$ -			
Equipment Maint/Rental	\$ 2,145.00		\$ 2,145.00			\$ -			
			\$ -			\$ -			
<b>General Office</b>									
Rent			\$ -			\$ -			
Utilities			\$ -			\$ -			
Printing			\$ -			\$ -			
Telecommunications	\$ 2,630.00		\$ 2,630.00			\$ -			
Insurance(s)	\$ 692.00		\$ 692.00			\$ -			
Audit	\$ 1,245.00		\$ 1,245.00			\$ -			
Postage	\$ 350.00		\$ 350.00			\$ -			
<b>Professional Fees &amp; Contract Svcs</b>									
			\$ -			\$ -			
			\$ -			\$ -			
<b>Travel</b>									
Conferences & Training	\$ 1,166.00		\$ 1,166.00			\$ -			
Mileage	\$ 4,093.00		\$ 4,093.00			\$ -			
			\$ -			\$ -			
<b>Additional (please specify)</b>									
Emergency Funds (SPRF)	\$ 21,000.00		\$ 21,000.00			\$ -			
			\$ -			\$ -			
<b>Total Program Costs</b>	<b>\$ 35,680.00</b>	<b>\$ -</b>	<b>\$ 35,680.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			
<b>Total Grant Costs</b>	<b>\$ 233,069.41</b>	<b>\$ -</b>	<b>\$ 233,069.41</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			



Cindy Becker  
Director

November 26, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Revenue Contract Amendment for Professional Services with  
State of Oregon- Department of Education

<b>Purpose/Outcomes</b>	This amendment will provide additional funding for the Early Learning Hub development.
<b>Dollar Amount and Fiscal Impact</b>	The current contract award will increase from \$193,538 to \$215,606 that equals an increase of \$22,068.
<b>Funding Source</b>	State of Oregon – Department of Education Great Start: \$93,406 Children Youth and Families: \$63,200 Family Support (CFDA 93.556): \$39,000 Service Continuity: \$20,000
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2015
<b>Previous Board Action</b>	Amendment #A4 was approved on 07/24/17
<b>Contact Person</b>	Rodney Cook
<b>Contract No.</b>	CYF-6659

**BACKGROUND:**

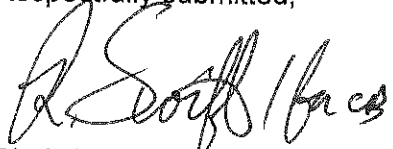
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Revenue Contract Amendment with the State of Oregon- Department of Education for \$215,606. The additional funds are being provided to support the cost associated with developing the Clackamas County Early Learning Hub.

This contract template has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Cindy Becker, Director

**STATE OF OREGON  
INTERGOVERNMENTAL CONTRACT FOR PROFESSIONAL SERVICES  
AMENDMENT # A5**

1. This is Amendment No. **A5** to Contract No. **#9748** (as amended from time to time the "Contract") dated **July 1, 2013** between the State of Oregon acting by and through its **Department of Education** hereafter called "**Agency**", and **Clackamas County** hereafter called "**Contractor**".
2. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
3. The Contract is hereby amended as follows with new language indicated by underlining and [deleted language is indicated by brackets]:

**EXHIBIT C  
AWARD**

**THE EARLY LEARNING DIVISION 2013-2015  
COUNTY INTERGOVERNMENTAL AGREEMENT  
AWARD**

<b>FUNDING AREA</b>	<b>GENERAL FUND</b>	<b>FEDERAL FUNDS</b>	<b>CFDA NUMBER</b>
<b>1. Great Start</b>	[ <del>\$77,838</del> <u>\$93,406</u> ]		
<b>2. Children Youth &amp; Families</b>	\$63,200		
<b>3. Family Support Services</b>		[ <del>\$32,500</del> <u>\$39,000</u> ]	<b>93.556</b>
<b>4. Service Continuity</b>	\$20,000		

**EXPLANATION OF AWARD**

The Award set forth above reflects the maximum amount of financial assistance Agency will provide to County under this Agreement in support of Activities in the specified Funding Area. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.556 specifies Title IV-B(2), Social Service Act, Subpart 2, Family Preservation and Family Support Services Program, funds.

- 4 Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

**CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**CONTRACTOR**

By:	Title:	Date:
Printed Signature	E-Mail Address:	

**AGENCY**

Authorized Signature:	Title:	Date:
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Cindy Becker  
Director

November 26, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement, Amendment #1 with  
City of Gladstone/Gladstone Senior Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Amendment #1 to the Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the City of Gladstone. These services enable residents to remain engaged in their community
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is increased by \$8,343; for a revised contract maximum of \$51,117. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2014 and terminates on June 30, 2015
<b>Previous Board Action</b>	062614-A5
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6642

**BACKGROUND:**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement, Amendment #1 with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons living in Gladstone. This is a budget adjustment that redistributes the OAA nutrition program funding and adds State funds for approved evidence-based Physical Activity/Falls Prevention programming.

This amendment increases the agreement amount by \$8,343; for a revised contract maximum of \$51,117. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective July 1, 2014 and continues through June 30, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,

Cindy Becker, Director

Contract Amendment  
Health, Housing and Human Services

H3S Contract#: 6642 SubReipient #: 15-010 Board Agenda #: 062614-A5

Division: Social Services Amendment Number: 1

Contractor City of Gladstone – Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget

Justification for Amendment:

This is a budget adjustment that redistributes the nutrition program funding and adds State funds for approved evidence-based Physical Activity/Falls Prevention programming. This results in an increase to the contract budget of \$8,343.

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I. AMEND: AGREEMENT

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$42,774**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

TO READ:

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$51,117**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 2 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 3 – Unit Cost Schedule



Amend:

**CITY OF GLADSTONE - SENIOR CENTER**  
Fiscal Year 2014-15

	OPI Funds	OAA III B Funds	OAA III C Funds	OAA III D Funds	OAA III E Funds	Required Match	NSIP Funds	MEDICAID Funds	Ride Con. Funds	STF Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
CFDA Number		93.044	93.045	93.043	93.052		93.053			20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(11)	(12)	(13)	(14)	(15)	(16)
Case Management		2,825				314						179 hrs	3,139	\$34.33
Reassurance		2,911				324						77	3,235	\$37.72
Information & Assist.		3,322				369						190	3,691	\$17.44
Transportation - OAA		4,538				505					1,175	1,567	6,218	\$2.90
PREVENTION				723		80						36	803	\$20.00
PREVENTIVE SERVICES, COUNSELING, AND REFERRALS				642		71						16	713	\$40.00
Trans - Ride Con In Dist						0			10,097		1,010	1,346	11,107	\$7.50
Ride Conn. - Vehicle Maint.						323				2,820	0	N/A	3,143	N/A
Medicaid Transp. non-medical						0		2,210		1,290		250	3,500	\$14.00
OAA Meal Site Mgmt			2,640			294					5,760	6,000	8,694	\$1.40
Medicaid Meals			(2,334)			(260)	(1,093)	13,547			(1,363)	1,420	8,496	\$6.17
<b>TOTALS</b>	\$0	\$13,596	\$306	\$1,365	\$0	\$2,020	(\$1,093)	\$15,757	\$10,097	\$4,110	\$6,582		\$52,739	

CFDA Number 20.513 applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

**CONTRACT AMOUNT:**      42,774

To Read:

**CITY OF GLADSTONE - SENIOR CENTER**  
Fiscal Year 2014-15

	OAA III B Funds	OAA III C Funds	OAA III D Funds	OAA III E Funds	Other State Funds	Required Match	NSIP Funds	MEDICAID Funds	Ride Con. Funds	STF Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimburse- ment Rates
CFDA Number	93.04	93.045	93.043	93.052			93.053			20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Case Management	2,825					314						179 hrs	3,139	\$34.33
Reassurance	2,911					324						77	3,235	\$37.72
Information & Assist.	3,322					369						190	3,691	\$17.44
Transportation - OAA	4,538					505					1,175	1,567	6,218	\$2.90
PHYSICAL ACTIVITY/FALLS PREVENTION			723			0						36	723	\$20.00
EVIDENCE-BASED PHYSICAL ACTIVITY/ FALLS PREVENTION					7,266	0						Classes	7,266	\$50.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS			642			0						16	642	\$40.00
Trans - Ride Con In Dist						0			10,097		1,010	1,346	11,107	\$7.50
Ride Conn. - Vehicle Maint.						323				2,820	0	N/A	3,143	N/A
Medicaid Transp. non-medical						0		1,237		2,419		250	3,656	\$14.63
OAA Meal Site Mgmt		4,400				489					9,600	10,000	14,489	\$1.40
Medicaid Meals		(2,627)				(292)	(1,040)	12,879			(1,296)	1,350	7,624	\$5.86
<b>TOTALS</b>	<b>\$13,596</b>	<b>\$1,773</b>	<b>\$1,365</b>	<b>\$0</b>	<b>\$7,266</b>	<b>\$2,032</b>	<b>(\$1,040)</b>	<b>\$14,116</b>	<b>\$10,097</b>	<b>\$5,239</b>	<b>\$10,489</b>		<b>\$64,934</b>	


CFDA Number 20.513 applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

**CONTRACT AMOUNT:**      51,117

All other terms and conditions of the original contract remain in full force and effect.

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

<b>City of Gladstone – Gladstone Senior Center</b>	<b>CLACKAMAS COUNTY</b>
By:  Pete Boyce, City Administrator	Commissioner: John Ludlow, Chair Commissioner: Jim Bernard Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Tootie Smith
<u>11.7.14</u> Date	<b>Signing on Behalf of the Board:</b>  Cindy Becker, Director Department of Human Services
	Date



Cindy Becker  
Director

November 26, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement, Amendment #1 with  
the City of Wilsonville/Wilsonville Community Center to provide  
Social Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Amendment #1 to the Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville community. These services enable residents to remain engaged in their community
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is increased by \$11,932; for a revised contract maximum of \$57,594. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2014 and terminates on June 30, 2015
<b>Previous Board Action</b>	062614-A6
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6650

**BACKGROUND:**


The Social Services Division of the Health, Housing and Human Services request the approval of a Subrecipient Agreement, Amendment #1 with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons 60 and over in the Wilsonville service area of Clackamas County. This is a budget adjustment that redistributes the OAA nutrition program funding and adds State funds for approved evidence-based Physical Activity/Falls Prevention programming.

This amendment increases the agreement amount by \$11,932; for a revised contract maximum of \$57,594.. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective July 1, 2014 and continues through June 30, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Cindy Becker, Director

Contract Amendment  
Health, Housing and Human Services

H3S Contract#: 6650 SubReipient #: 15-006 Board Agenda #: 062614-A6

Division: Social Services Amendment Number: 1

Contractor City of Wilsonville - Wilsonville Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget

Justification for Amendment:

This is a budget adjustment that redistributes the nutrition program funding and adds State funds for approved evidence-based Physical Activity/Falls Prevention programming. This results in an increase to the contract budget of \$11,932.

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I. AMEND: AGREEMENT

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$45,662**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

TO READ:

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$57,594**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 2 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 3 – Unit Cost Schedule

**Amend:**

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2014-15

	OAA III B Funds	OAA III C Funds	OAA III D Funds	OAA III E Funds	NSIP Funds	OAA Match	Client Donations	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
CFDA Number	93.044	93.045	93.043	93.052	93.053					
Service Category	(1)	(2)	(3)	(4)	(6)	(7)	(10)	(11)	(12)	(13)
Case Management	\$2,106					234		73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894					211		67	\$2,105	\$28.33
Info. & Assistance	\$1,460					162		65	\$1,622	\$22.46
Transportation	\$5,371					597		1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION			\$723			0		36	\$723	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS			\$628			0		16	\$628	\$40.00
OAA/NSIP Food Service		\$12,480			\$7,200	1,388	\$11,520	12,000	\$32,588	\$1.64
OAA Meal Site Mngt.		\$13,800				1,535		12,000	\$15,335	\$1.15
<b>TOTALS</b>	<b>\$10,831</b>	<b>\$26,280</b>	<b>\$1,351</b>	<b>\$0</b>	<b>\$7,200</b>	<b>\$4,127</b>	<b>\$11,520</b>		<b>\$61,309</b>	

Source of OAA Match -Staff time

**CONTRACT AMOUNT:** 45,662

**To Read:**

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2014-15

	OAA III B Funds	OAA III C Funds	OAA III D Funds	NSIP Funds	OAA Match	Other State Funds	Client Donations	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
CFDA Number	93.044	93.045	93.043	93.053						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Case Management	\$2,106				234			73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894				211			67	\$2,105	\$28.33
Info. & Assistance	\$1,460				162			65	\$1,622	\$22.46
Transportation	\$5,371				597			1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION			\$723		0			36	\$723	\$20.00
Evidence-based PHYSICAL ACTIVITY/ FALLS PREVENTION					0	7,192		143 Classes	\$7,192	\$50.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS			\$628		0			16	\$628	\$40.00
OAA/NSIP Food Service		\$13,520		\$9,750	1,503		\$12,480	13,000	\$37,253	\$1.79
OAA Meal Site Mngt.		\$14,950			1,662			13,000	\$16,612	\$1.15
<b>TOTALS</b>	<b>\$10,831</b>	<b>\$28,470</b>	<b>\$1,351</b>	<b>\$9,750</b>	<b>\$4,370</b>	<b>\$7,192</b>	<b>\$12,480</b>		<b>\$74,444</b>	

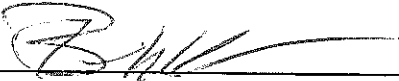
3

Source of OAA Match -Staff time

**CONTRACT AMOUNT:** 57,594

All other terms and conditions of the original contract remain in full force and effect.

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

<p>City of Wilsonville Wilsonville Community Center</p>	<p><b>CLACKAMAS COUNTY</b> Commissioner: John Ludlow, Chair Commissioner: Jim Bernard Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Tootie Smith</p>
<p>By:  Bryan Cosgrove, City Manager City of Wilsonville</p>	<p><b>Signing on Behalf of the Board:</b></p>
<p>Date <u>11/10/14</u></p>	<p>Cindy Becker, Director Department of Human Services</p>
	<p>Date</p>





Cindy Becker  
Director

November 26, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Change Order on a Construction Contract between  
the Department of Health, Housing and Human Services and Jim Smith Excavating  
for the NW Gladstone Infrastructure Improvements Project

<b>Purpose/Outcomes</b>	This 2 <sup>nd</sup> and final Change Order increases the cost for construction of street, sidewalks, drainage and infrastructure improvements on Howell and Barclay Streets in NW Gladstone.	
<b>Dollar Amount and Fiscal Impact</b>	City of Gladstone funds:	\$ 179,472.89
	Community Development Block Grant Funds:	\$ 235,000
	Total Contract:	\$ 414,472.89
<b>Funding Source</b>	Federal – Community Development Block Grant funds and City of Gladstone funds. No County General Funds are involved.	
<b>Safety Impact</b>	This project when completed will improve pedestrian safety on these streets.	
<b>Duration</b>	June 2014 to November 2014	
<b>Previous Board Action</b>	The Board approved this construction contract on June 12, 2014 Board Order #061214-A4 and Change Order #1 was approved on August 28, 2014.	
<b>Contact Person(s)</b>	Mark Sirois – Community Development 650-5664	
<b>Contract No.</b>	H3S 6799	

**BACKGROUND:**

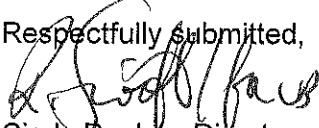
The Housing and Community Development Division of the Health, Housing & Human Services Department request the approval a Construction Contract Change Order with Jim Smith Excavating for the NW Gladstone Infrastructure Improvements project. The 2<sup>nd</sup> and final Change Order will be paid with 100% City of Gladstone funds. The 2<sup>nd</sup> and final Change Order increases work completed to improve the project quality at the request of the City. The work has been completed.

Original Contract Amount	\$ 273,633.00
Change Order 1 (35.8% increase)	\$ 97,936.00
<u>Change Order 2 (12% increase)</u>	<u>42,903.89</u>
New Total Contract Amount	\$ 414,472.89

This contract has been reviewed and approved by County Counsel on April 21, 2014

**RECOMMENDATION:**

Staff recommends the Board approve this Change Order and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,  
  
Cindy Becker, Director

*Healthy Families. Strong Communities.*

## CHANGE ORDER FORM

Jim Smith Excavating, LLC  
 PO Box 429  
 Oregon City, Oregon 97045

( ) Contractor  
 ( ) Sisul Engineering  
 ( ) H3S Director

Project Name: NW Gladstone Infrastructure  
 Project Address: Barclay and Howell Streets  
 Gladstone, OR 97027

Change Order No: **2**  
 Contract Date: 6/12/14  
 NTP Date: 6/16/14  
 Change Order Date: 10/16/14

Project Number: 53321  
 To: Clackamas County HCD  
 2051 Kaen Road, Suite #245  
 Oregon City, Oregon 97045

The following changes have been authorized by the City of Gladstone, Pat Sisul Engineering and Clackamas County Housing and Community Development. Adding the following items of work and increasing time due to unforeseen delays by utility companies.

Item 1: Waterline Bends materials and labor	\$ 362.00
Item 2: Additional Boulder Excavation labor and equipment	\$ 6,055.00
Item 3: Additional Replace 12' stormwater line w/C-900	\$ 4,554.00
Item 4: Field Order 10, Add Storm Drain Line and Catch Basin	\$ 3,303.00
Item 5: Shifton Driveway Work	\$ 311.00
Item 6: Burnett Driveway Work	\$ 455.89
Item 7: Additional Labor due to hand forming curb rather than curb machine	\$ 8,000.00
Item 8: Increases/Decreases of Original Contract Quantities	\$19,863.00


**TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 2 = + \$42,903.89**

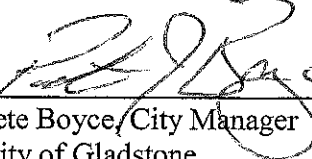
Original Contract Price .....	\$ 273,633.00
Net Change by Previous Change Orders .....	\$ 97,936.00
Contract Price prior to this Change Order .....	\$ 371,569.00
Contract Price will be (increased) ( <del>unchanged</del> ) by this Change Order .....	\$ 42,903.89
The new Contract Price including this Change Order will be .....	<b>\$ 414,472.89</b>

The Contract Time will be increased by this Change Order ( 21 ) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is 10/22/14.

Approved:

Approved:

by:  11-4-14  
 Jim Smith, President (date)  
 Jim Smith Excavating LLC.

by:  11.5.14  
 Pete Boyce, City Manager (date)  
 City of Gladstone

Approved:

by: \_\_\_\_\_  
 Cindy Becker, Director of Health, (date)  
 Housing & Human Services



COPY 9

M. BARBARA CARTMILL  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

November 26, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to Intergovernmental  
Agreement No. 27,929 with Oregon Department of Transportation  
for Right of Way Services for the Pudding River (Whiskey Hill Road) Bridge Project**

<b>Purpose/Outcomes</b>	Amends the completion date for services relating to acquiring right of way for the Pudding River (Whiskey Hill Rd) Bridge project.
<b>Dollar Amount and Fiscal Impact</b>	Total Project Estimate: \$8,773,412 of which \$260,000 is estimated for right of way acquisition
<b>Funding Source</b>	Highway Bridge Program (HBP) \$896,406 Federal Aid Surface Transportation Program (STP) \$6,972,151 County Road Fund \$904,855
<b>Safety Impact</b>	The existing bridge has been the site of numerous accidents due to its alignment along a horizontal curve with poor sight distance. In addition, it has a perpetual scour problem, which has not abated with scour countermeasures that have been installed.
<b>Duration</b>	The Amendment extends the existing agreement one year to December 31, 2015
<b>Previous Board Action</b>	4/14/11 – BCC Approval of Agreement No. 27472 for design of the subject project 7/18/13 – BCC Approval of Agreement No. 27929 for right or way services for the subject project 7/25/13 – BCC Approval of Amendment #1 to Agreement No. 27472 for the construction of the subject project 7/17/14 – BCC Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way and Easements for the subject project 9/11/14 – BCC Approval of an Agreement with Marion County for Right of Way Acquisition for the subject project
<b>Contact Person</b>	Joel Howie, Project Manager, 503-742-4658

**BACKGROUND:**

As part of the Highway Bridge Program (HBP), Clackamas County has received funding for the design, right of way acquisition, and construction of the Pudding River (Whiskey Hill Rd) Bridge. This project will design and construct a replacement for the existing bridge with a new structure that meets current design standards.

The current agreement for right of way services expires December 31, 2014. This amendment extends the agreement for right of way services to December 31, 2015, which allows adequate time to complete these services. This amendment results in no additional cost to the County above budget staff and consultant costs that would be incurred through the regular course of the project.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached amendment to Intergovernmental Agreement No. 27,929 for Right of Way Services for the Pudding River (Whiskey Hill Road) Bridge project.

Respectfully submitted,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Joel Howie at 503-742-4658

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES  
Pudding River (Whiskey Hill Road) Bridge Project  
Clackamas County**

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State;" and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on August 16, 2013. Said Agreement covers the terms and obligations for right of way services for the Pudding River (Whiskey Hill Road) Bridge Project.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend the project completion date and update language in the Agreement. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Insert new RECITALS, Paragraph 6, to read as follows:**

6. As of this time there are no local agencies certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement.

**TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2014, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2015, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**STATE OBLIGATIONS, Paragraph 4, Page 2, which reads:**

4. State's right of way contact person for this Project is Georgine Gleason, Right of Way Agent, 455 Airport Road SE, Building A, Salem, Oregon 97301-5397; telephone: (503) 986-2604; email: [georgine.n.gleason@odot.state.or.us](mailto:georgine.n.gleason@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

4. State's right of way contact person for this Project is Robin Carlson, Senior Right of Way Agent, 455 Airport Road, SE, Building A, Salem, Oregon 97301; telephone: (503) 986-2620; email: [robin.carlson@odot.state.or.us](mailto:robin.carlson@odot.state.or.us), or assigned designee upon

individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

**AGENCY OBLIGATIONS, Paragraph 3, Page 2, which reads:**

3. Agency may utilize its own staff or subcontract any of the work scheduled under this Agreement provided Agency receives prior written approval of any staff, consultant or contractor by the State's Region Right of Way office.

**Shall be deleted in its entirety and replaced with the following:**

3. Agency may utilize its own staff, State's staff, or subcontract from the qualified list of consultants using State's Full Services Architectural and Engineering (A&E) Price Agreement II Tier Selection Process for Agency's work identified in Exhibit A provided Agency receives prior written approval of any staff, consultant or contractor by the State's Region Right of Way office prior to performance of said activities. State's Full-Service A&E Work Order Contract (WOC) User-Guide for Local Public Agencies (LPA) Projects Tier 2 Forms and Procedures for LPAs and Local Agency Liaison (LALs) is located at the following link:

<http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>

**Insert new AGENCY OBLIGATIONS, Paragraphs 4 and 5, to read as follow:**

4. The Tier 2 forms must be reviewed and filled out by State's LAL and submitted to State's Procurement Office's Personal Services Request Inbox for processing the contract located at the following e-mail address:

[PersonalServicesContract@odot.state.or.us](mailto:PersonalServicesContract@odot.state.or.us)

5. Agency or its subcontractor will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."

**AGENCY OBLIGATIONS, Paragraphs 4 through 5, shall be hereinafter re-numbered as Paragraphs 6 through 7.**

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

Clackamas County / State of Oregon – Dept. of Transportation  
Agreement No. 27929, Amendment No. 1

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key No. 17408) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**CLACKAMAS COUNTY**, by and through its elected officials

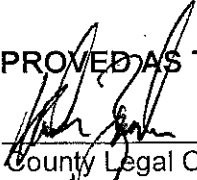
By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By  \_\_\_\_\_  
County Legal Counsel

Date 11/18/14 \_\_\_\_\_

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

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Right of Way Manager

Date \_\_\_\_\_

**Agency Contact:**

Joel Howie, P.E.  
Civil Engineering Supervisor  
Clackamas County Department of Transportation and Development  
150 Beaver Creek Road  
Oregon City, OR 97045  
Email: [JHowie@co.clackamas.or.us](mailto:JHowie@co.clackamas.or.us)

**State Contact:**

Robin Carlson, Senior Right of Way Agent  
455 Airport Road, SE, Bldg. A  
Salem, OR 97301  
Phone: (503) 986-2620  
Email: [robin.carlson@odot.state.or.us](mailto:robin.carlson@odot.state.or.us)

## Approval of Previous Business Meeting Minutes:

October 30, 2014

November 6, 2014

(minutes attached)



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

A complete video copy and packet including staff reports of this meeting can be viewed at  
<http://www.clackamas.us/bcc/business.html>

**Thursday, October 30, 2014 – 10:00 AM**

**Public Services Building**

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

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Paul Savas  
Commissioner Tootie Smith  
Commissioner Martha Schrader – via phone

**EXCUSED:** Commissioner Jim Bernard

### **CALL TO ORDER**

■ Roll Call

Commissioner Bernard is out of the office and will not be in attendance today and Commissioner Schrader will be joining the meeting via telephone.

■ Pledge of Allegiance

### **I. PRESENTATION**

1. Recognition of WES Employee Michael Trent who was Awarded for William D. Hatfield Award for Operators of Wastewater Treatment Plants

Michael Read, Water Environment Services introduced Michael Trent and spoke about the importance of receiving this award.

*~Board Discussion~*

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Sherry Hall, County Clerk gave a brief update on the upcoming November 4, 2014 Election.

### **II. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Rick Cook, Lake Oswego – gave a report on the Stafford Hamlet October Advisory vote.

*~Board Discussion~*

2. Yvonne Lazarus, Milwaukie – concerned about the small business in Oak Grove who were displaced due to Milwaukie light rail; importance of voting.

3. Maryanna Moore, Gladstone – need for more street lighting in her neighborhood; importance of voting.

4. Les Poole, Gladstone – issues involving Metro.

5. Mack Woods, Canby – supports Veterans and the right to vote.

*~\* taken out of order~*

6. \*Thelma Haggemiller, Oak Grove – the parks measure 3-451 is confusing – encourages folks to vote no.

### **III. PUBLIC HEARING**

Chair Ludlow announced the Board will recess as the Board of County Commissioners and convene as the North Clackamas Parks & Recreation District Board of this next item.

### **NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Second Reading of Ordinance No. 06-2014, an Amendment to North Clackamas Parks & Recreation District's Parks and Recreation System Development Charge on New Developments - *First Reading was Oct. 16, 2014*

Chris Storey, County Counsel and Gary Barth, Business & Community Services presented the staff report.

Chair Ludlow opened the public hearing and stated there are some folks signed up to speak.

\*Thelma Haggenmiller (\*see Citizen Communication #6)

1. Michael Morrow, Happy Valley City Council – spoke in support.

~Board Discussion~

Chair Ludlow closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Smith: I move we read Ordinance No. 06-2014 by title only.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow asked the Clerk to read the ordinance by title only, he then asked for a motion to adopt the ordinance.

**MOTION:**

Commissioner Savas: I move we adopt Ordinance No. 06-2014, an Amendment to North Clackamas Parks & Recreation District's Parks and Recreation System Development Charge on New Development.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow announced the Board will adjourn as recess as the North Clackamas Parks & Recreation District Board and re-convene as the Board of County Commissioners for the remainder of the meeting.

**IV. DISCUSSION ITEMS**

**Health, Housing & Human Services**

1. Adoption of the Clackamas County 2014 Update to the 10 Year Plan and Policy to End Homelessness

Brenda Durbin, Social Services presented the staff report.

~Board Discussion~

Chair Ludlow announced this is a public discussion item with folks signed up to speak.

1. Martha McLennan, NW Housing Alternative spoke in support of the 10 year plan.
2. Angela Trimble, NW Housing Alternative spoke in support of the 10 year plan.
3. Christa McNeese, Clackamas County Social Services, HOPE Supportive Housing Program introduced Mike Miller a recent graduate of the program.
4. Mike Miller, Oregon City – shared his experiences of being homeless and overcoming it through the HOPE program.

~Board Discussion~

**MOTION:**

Commissioner Smith: I move we adopt the Clackamas County 2014 Update to the 10 Year Plan and Policy to end homelessness.

Commissioner Savas: Second.

Commissioner Schrader: Aye.  
Commissioner Smith: Aye.  
Commissioner Savas: Aye.  
Chair Ludlow: Aye – the motion passes 4-0.

### **County Administration**

2. Discussion Regarding Metro's Climate Smart Communities Strategy  
Dan Chandler, County Administration presented the staff report including a PowerPoint presentation.

~Board Discussion~

<http://www.clackamas.us/bcc/business.html>

Chair Ludlow announced this is a public discussion item with folks signed up to speak.

1. Les Poole, Gladstone – spoke in opposition.
2. Maryanna Moore, Gladstone - spoke in opposition.
3. John Lee Jr., Chair of Republican Party – spoke in opposition of Climate Smart. He also shared his views on road maintenance.
4. Chuck Wiese, Portland, Meteorologist – spoke in opposition.
5. Dr. Gordon Fulks, Troutdale – spoke in opposition.

~Board Discussion~

<http://www.clackamas.us/bcc/business.html>

Chair Ludlow thanked everyone for speaking today. The purpose of this discussion item was to allow the public to provide feedback and perspective to the Board of Commissioners. The Commissioners can then use this feedback with providing their own input to Metro.

### **V. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title – the then asked for a motion.

#### **MOTION:**

Commissioner Smith: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
Clerk calls the poll.  
Commissioner Schrader: Aye.  
Commissioner Smith: Aye.  
Commissioner Savas: Aye.  
Chair Ludlow: Aye – the motion passes 4-0.

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

1. Approval of a Construction Contract Change Order with TS Gray Construction for the Rehabilitation of the Historic Francis Ermatinger House Project in Oregon City – *Housing & Community Development*

### **B. Department of Emergency Management**

1. Approval of an Intergovernmental Agreement with the Regional Disaster Preparedness Organization (RDPO) to Establish an Intergovernmental Organization to Strengthen the Regions' Disaster Preparedness, Response and Recovery Capabilities

### **C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**VI. DEVELOPMENT AGENCY**

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Consulting Services for Engineering Design and Construction Plans for the Otty Street Realignment Project - *Purchasing*

**VI. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

**VII. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED – 12:33 PM**

**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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

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

*A complete video copy and packet including staff reports of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>*

**Thursday, November 6, 2014 – 10:00 AM**

**Public Services Building**

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

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Tootie Smith

**EXCUSED:** Commissioner Martha Schrader

### **CALL TO ORDER**

- Roll Call

Commissioner Schrader is out of the office and will not be in attendance today.

- Pledge of Allegiance

### **I. PRESENTATION**

1. Spotlight – Clackamas County Veterans Services Office and Recognition of Veterans Day

Cindy Becker and Erica Silver, Clackamas County Health, Housing and Human Services presented the staff report along with a PowerPoint.

The Board thanked all Veterans for their service to our Country.

---

County Clerk, Sherry Hall gave a recap/update of the Nov. 4, 2014 election.

### **II. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Tena Olson, Oregon City – spoke about the homeless Veterans and support of Veteran Services.

### **III. PUBLIC HEARINGS**

Chair Ludlow announced the Board will recess as the Board of County Commissioners and convene as the Service District No. 5 Board for the next items.

### **SERVICE DISTRICT NO. 5 – STREET LIGHTING**

Wendi Coryell, Service District No. 5 presented the staff report for the 6 assessment areas, including a PowerPoint presentation.

1. Board Order No. **2014-108** Forming a 3 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 26-13, Portland to Milwaukie Light Rail
2. Board Order No. **2014-109** Forming a 15 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 02-14, Ashlee Meadows 15 Lot Subdivision
3. Board Order No. **2014-110** Forming a 127 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 09-14, Rock Creek Meadows 127 Lot Subdivision

4. Board Order No. **2014-111** Forming a 13 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 35-14, Siri Hills 13 Lot Subdivision
5. Board Order No. **2014-112** Forming a 12 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 36-14, Mountain Gate II 12 Lot Subdivision
6. Board Order No. **2014-113** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 37-14, Black Rock Coffee Store

*~Board Discussion~*

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

**MOTION:**

Commissioner Bernard: I move we approve the Board Orders for the 6 Assessment Areas within Clackamas County Service District No. 5 as presented today.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Wendi Coryell gave a public service announcement on how to report street light outages.

Chair Ludlow announced the Board will adjourned as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

**IV. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

**V. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title – the then asked for a motion.

**MOTION:**

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

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

1. Approval of a Renewal Revenue Participating Provider Service Agreement with Pacific Source to Provide Primary Care and Behavioral Health Services – *Health Centers*
2. Approval of a Professional Services Agreement with Performance Health Technology, LTD for Third Party Claims Administration Services – *Behavioral Health*

**B. Department of Transportation & Development**

1. Approval of Cooperative Improvement Agreement No. 29968 with Oregon Department of Transportation and the City of Damascus for the Highway 224 at Springwater Road Traffic Signal Project
2. Approval of Intergovernmental Agreement No. 30103 with Oregon Department of Transportation for Right-of-Way Services for the Highway 224 Springwater Road Traffic Signal Project

**C. Department of Emergency Management**

1. Approval of Fiscal Year 2014 State Homeland Security Grant Program Agreement No. 14-208, 14-209 and 14-210 with the State of Oregon

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of an Amendment to the Intergovernmental Agreement between the District Attorney's Office and the State of Oregon Department of Human Services to Enhance the Quality of Juvenile Dependency Proceedings - DA

**VI. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

**VII. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED 11:01 AM**

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[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



11, 13, 15 & 17

D.1 - V.2 - VI.2 - VII.2

OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

November 26, 2014

Stephen L. Madkour
County Counsel

Board of County Commissioners
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Board of County Commissioners,
Acting as the Governing Body of
the Development Agency

Board of County Commissioners,
Acting as the Governing Body of
Clackamas County Service District No. 1

Board of County Commissioners,
Acting as the Governing Body of
North Clackamas Parks and Recreation District

Members of the Board:

Approval of Intergovernmental Agreements for the Transfer of Real Property
to North Clackamas Parks and Recreation District and Clackamas County

Table with 2 columns: Purpose/Outcomes, Dollar Amount and Fiscal Impact, Funding Source, Safety Impact, Duration, Previous Board Action/Review, Contact Person. Content includes details about property transfers to NCPRD.

BACKGROUND:

Currently there are several properties being operated as parks within the boundaries of North Clackamas Parks and Recreation District ("NCPRD") that are not owned by NCPRD. Four park sites known as Bunnell Park, Risley Park, Riverville Park, and the McNary parcel are owned by Clackamas County (the "County Parcels") and two known as Harmony Road Park and Hawthorne Park are owned by the Development Agency ("Agency Parcels" and, together with the County Parcels, referred to as the "Park Properties"). Attached is a map of NCPRD with the



properties indicated, as well as attached to the draft agreements are individual site maps of the Park Properties.

The County Parcels were parks operated in some fashion by Clackamas County prior to the formation of NCPRD in 1990. After formation, NCPRD started maintaining and/or making some improvements to the County Parcels. For the last twenty-plus years, NCPRD has operated the County Parcels but the County has continued to own them. In addition, the County contributed \$3.2 million towards improvements at North Clackamas Park ("NC Improvements") in the late 2000s. The County Parcels, and the NC Improvements, are carried on the books of the County as an asset requiring insurance and casualty coverage. After some discussion arising from questions regarding the appropriate booking of the NC Improvements on County financial records, County Counsel, Finance staff and NCPRD staff met and discussed what to do about these seemingly divided assets. Finance has determined that it is confusing to carry the properties on the books of the County. It appears that it was the intention of the County to transfer the properties to NCPRD after its formation in 1990 if successful, but the transfers never took place.

The BCC has also directed the Development Agency to begin winding up affairs relating to the Clackamas Town Center Plan Area ("CTC Area"). The Agency Parcels were developed as public parks as part of the redevelopment plan for the CTC Area and/or the Clackamas Industrial Area Plan. The Agency is not allowed to spend money on operational costs relating to the Agency Parcels nor continue ownership after the end of the applicable area plan, so these parks are currently being maintained by NCPRD. As part of the winding up, the Agency must divest these assets and convey them to entities better suited for the long term holding of them. The Hawthorne Park parcel would best fit with NCPRD. The Harmony Road Park parcel was originally acquired to support the extension of Sunnybrook Blvd., and staff recommends transferring ownership to Clackamas County to retain that future option -- but granting NCPRD an easement to use the currently-existing Harmony Road park, and Clackamas County Service District No. 1 ("CCSD#1") an easement to allow access across the Harmony Road Park parcel to their immediately adjoining property to the south (see attached map).

This matter was discussed in detail with the Board of County Commissioners on November 12, 2014 and staff was directed to bring the real property clean up transactions to a business meeting for further consideration.

Attached are two separate agreements that would implement the discussion from the study session:

- An Agreement between Clackamas County and NCPRD that would transfer the 4 County Parcels and convey the NCP Intangibles to the books of NCPRD.
- An Agreement between the Development Agency, Clackamas County, Clackamas County Service District No. 1 and NCPRD that would transfer the Harmony Road Park parcel to Clackamas County, and the County would grant an easement to CCSD#1 and NCPRD for their current uses, and further transfer Hawthorne Park to NCPRD.

These clean-up issues are proposed for consideration to ensure they are potentially addressed prior to the conclusion of the Fiscal Year 2013-14 audit in December 2014.

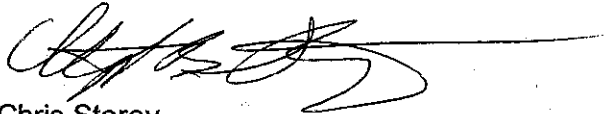
**RECOMMENDATION:**

Convey Park Properties to NCPRD to align ownership with responsibility by:

- Entering into an agreement between Clackamas County and NCPRD that would transfer the 4 County Parcels and convey the NCP Intangibles to the books of NCPRD;
- Entering into an agreement between the Development Agency, Clackamas County, Clackamas County Service District No. 1 and NCPRD that would transfer the Harmony Road Park parcel to Clackamas County, with the County granting an easement to CCSD#1 and NCPRD for their current uses, and further transfer Hawthorne Park to NCPRD.

The BCC would need to adopt authorizations on behalf of Clackamas County, Clackamas County Service District No. 1, the Development Agency, and North Clackamas Parks and Recreation District to implement the proposed agreements. Staff recommends simultaneous consideration and vote via the consent agenda.

Respectfully submitted,

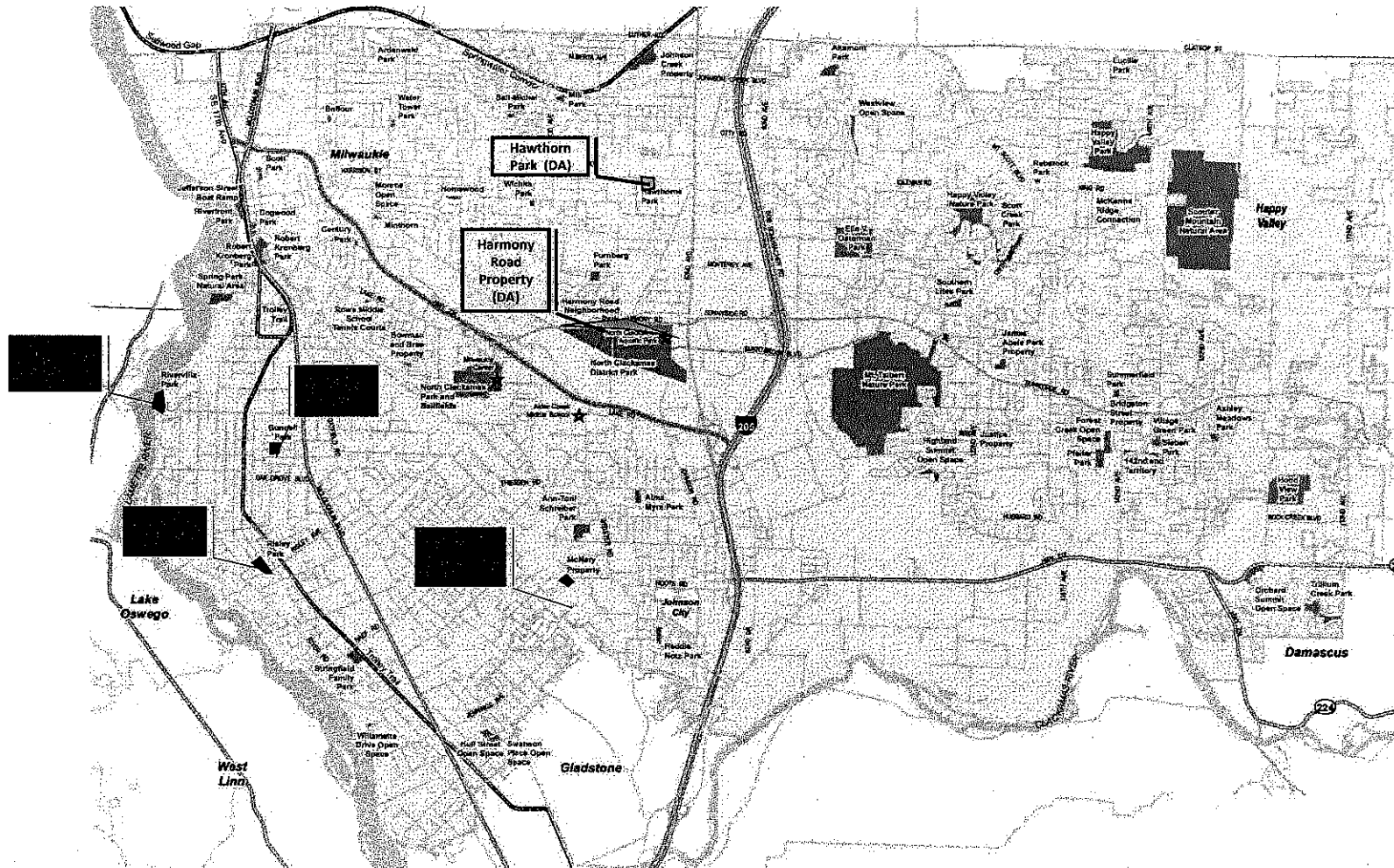
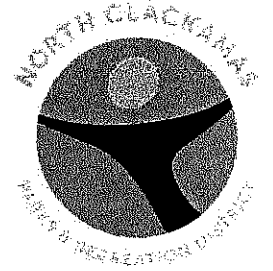


Chris Storey  
Assistant County Counsel

Attachments:

Map  
County Parcels Agreement  
Development Agency Agreement

# NCPRD Proposed Property Transfers 11-14



**TRANSFER OF PROPERTY AGREEMENT**

**BETWEEN**

**CLACKAMAS COUNTY**

**AND**

**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

THIS TRANSFER OF PROPERTY AGREEMENT (this "Agreement") is entered into and between Clackamas County (hereafter called "County"), a corporate body politic, and North Clackamas Parks and Recreation District ("District"), a county service District formed pursuant to ORS Chapter 451.

**RECITALS**

WHEREAS, ORS 190.020 provides that intergovernmental agreements may provide for the transfer of title to real property;

WHEREAS, the County owns the land and certain improvements located at Bunnell Park, Risley Park, Rivervilla Park, and the McNary parcel, each as more particularly described on Exhibit A attached hereto (collectively, the "Properties");

WHEREAS, the District has operated, managed, repaired and generally cared for the Properties for many years;

WHEREAS, the County supports the continued use of the Properties to provide park and recreational opportunities for its residents and feels that the District is the best-suited municipal entity to provide those opportunities;

WHEREAS, the District is willing to assume ownership and related responsibilities regarding the Properties in support of providing the same; and

WHEREAS, the County paid out of its general funds approximately \$3.2 million directly to contractors for construction of improvements at North Clackamas Park (the "NCP Intangibles") and has been carrying said asset on its books since the time of investment, and desires to transfer such intangible to the District to align asset recognition with responsibility;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Transfer of Ownership.** The County shall convey to the District, and the District shall accept, all right, title and ownership in the Properties pursuant to Bargain and Sale Deeds substantially in the form attached hereto as Exhibit B. Further, the County shall convey to the District, and the District shall accept, all right, title and ownership in the NCP Intangibles pursuant to a bill of sale and such NCP Intangibles shall henceforth be recognized and accounted for solely in the records of the District.
2. **Consideration.** The prior investment by the District in the Properties in the past and assumption of all obligations of ownership for the Properties and the NCP Intangibles are sufficient consideration for the transfer of ownership described in Section 1 above, and the District shall not be required to pay any further consideration.
3. **Release of the County.** The District hereby releases the County from any obligation, demand, or claim that may have arisen from the time the Properties or the NCP Intangibles were

managed by the District to the time of transfer of ownership, including but not limited to environmental claims, insurance claims, or third party litigation.

**4. Indemnification.**

A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the District, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of County or County's officers, owners, employees, agents, or its subcontractors or anyone over which County has a right to control.

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

5. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

6. **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.

7. **Integration.** This Agreement contains the entire agreement between the District and County regarding this subject matter and supersedes all prior written or oral discussions or agreements.

8. **Delegation.** The County Administrator, Deputy County Administrator, or Director of Finance on behalf of the County, and the District Administrator, Deputy District Administrator or Director of the District on behalf of the District are hereby granted all necessary power and authority to execute any and all documents necessary or proper to accomplish the transactions contemplated herein, including any and all deeds, bills of sale, notices of recordation, or any other such document.

*[Signature Page Follows]*

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

**Clackamas County**

**North Clackamas Parks and Recreation  
District**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair, North Clackamas Parks and Recreation  
District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A

Description of Properties

*[See attached]*

Exhibit B

Form of Bargain and Sale Deed

BARGAIN AND SALE DEED

Clackamas County, a political subdivision of the State of Oregon ("Grantor"), conveys to North Clackamas Parks and Recreation District, a county service district organized under ORS 451 ("Grantee"), the following described real property:

(Describe the property conveyed.)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), 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 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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 true consideration for this conveyance is \$0.00 and other good and valuable consideration herein acknowledged.

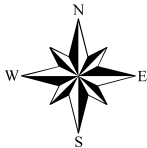
Dated this \_\_\_\_ day of \_\_\_\_, 2014.





# RISLEY PARK

OWNER: Clackamas County  
 ACRES: 4.86  
 MANAGEMENT: Clackamas County, 1956; NCPRD 1993  
 DEED: 517-460, 1956  
 PRIOR OWNER: Ella B. Risley  
 DEVELOPED: 1963, 1987, 1997, 2013



Recommendations: NCPRD Park Planning Team, 2014.  
 Data source: Clackamas County GIS Dept. and NCPRD, 2014  
 Map Prepared by: Samantha Wolf, GIS Resource Analyst, Nov. 3, 2014.  
 File Path: S:\GIS\NCPRD\_NRI\Projects\Multi\_Park\_Projects\Aquisition\_2014\ County Property X-fer



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 DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS  
 121 LIBRARY COURT  
 OREGON CITY, OREGON 97045

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Risley Park: Property Photos

Address: 2350 SE Swain Ave, Oak Grove, OR 97267

Amenities: Playground, swings, walking path, open area, picnic tables, benches



Amenities: Tennis courts, half-basketball court



# BUNNELL PARK

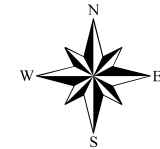
OWNER: Clackamas County Parks

ACRES: 0.46

MANAGEMENT: Clackamas County, 1911; NCPRD 1993

DEED: Dedicated by platt, 1911

PRIOR OWNER: James A. Bunnell



Recommendations: NCPRD Park Planning Team, 2014.  
Data source: Clackamas County GIS Dept. and NCPRD, 2014  
Map Prepared by: Samantha Wolf, GIS Resource Analyst, Nov. 3, 2014.  
File Path: S:\GIS\NCPRD\_NRI\Projects\Multi\_Park\_Projects\Aquisition\_2014\  
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Bunnell Park: Property Photos

Address: 2560 SE Pine Ln, Oak Grove

Amenities: Open space, picnic table



# RIVERVILLA PARK

OWNER: Clackamas County

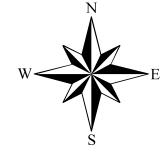
ACRES: 4.57

MANAGEMENT: Clackamas County, 1956; NCPRD 1993

DEED: Quit claim 507-523, 1956

PRIOR OWNER: many signatures, see deed

DEVELOPED: 1997



Recommendations: NCPRD Park Planning Team, 2014.  
Data source: Clackamas County GIS Dept. and NCPRD, 2014  
Map Prepared by: Samantha Wolf, GIS Resource Analyst, Nov. 3, 2014.  
File Path: S:\GIS\NCPRD\_NRI\Projects\Multi\_Park\_Projects\Aquisition\_2014\  
County Property X-fer

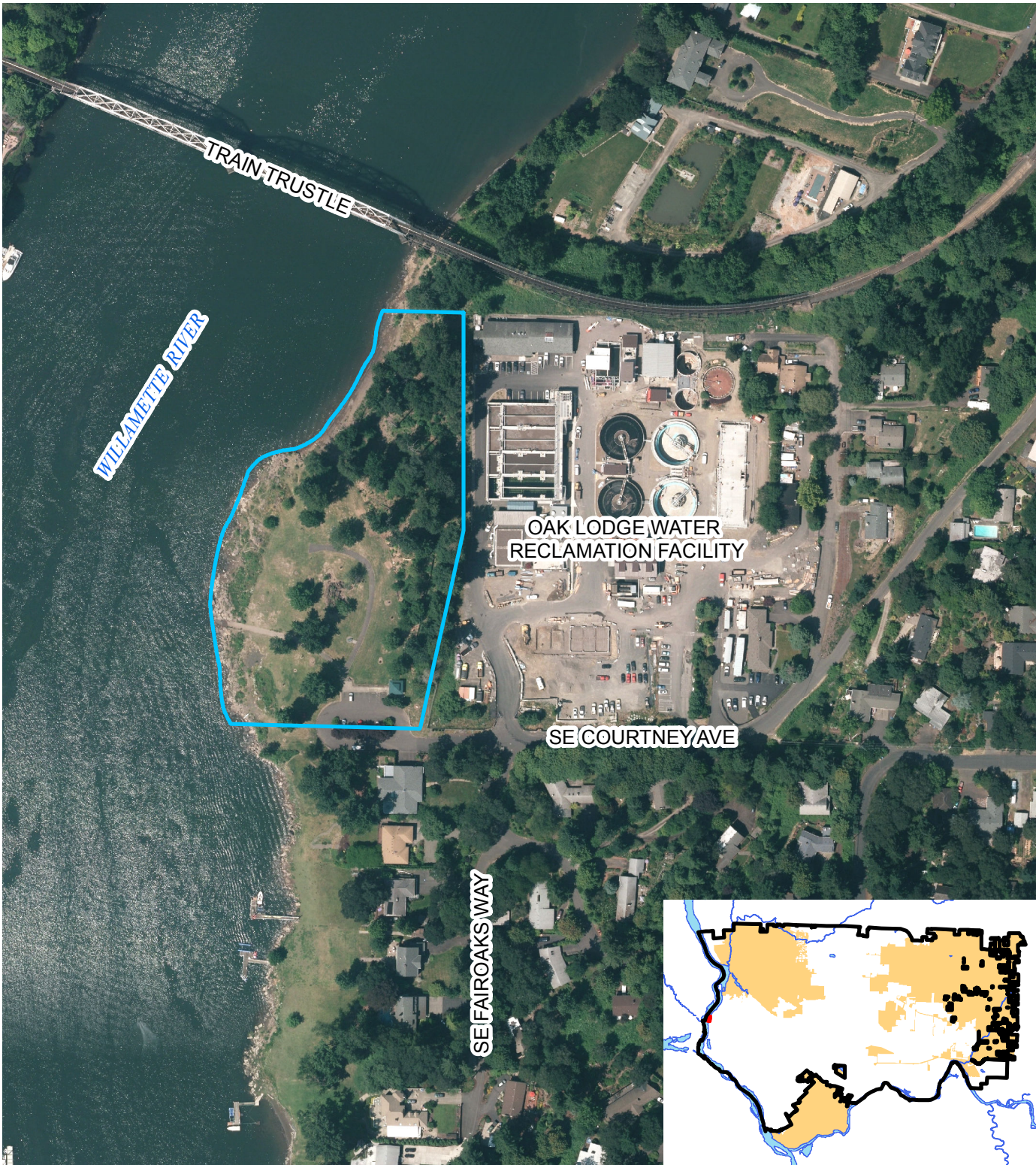


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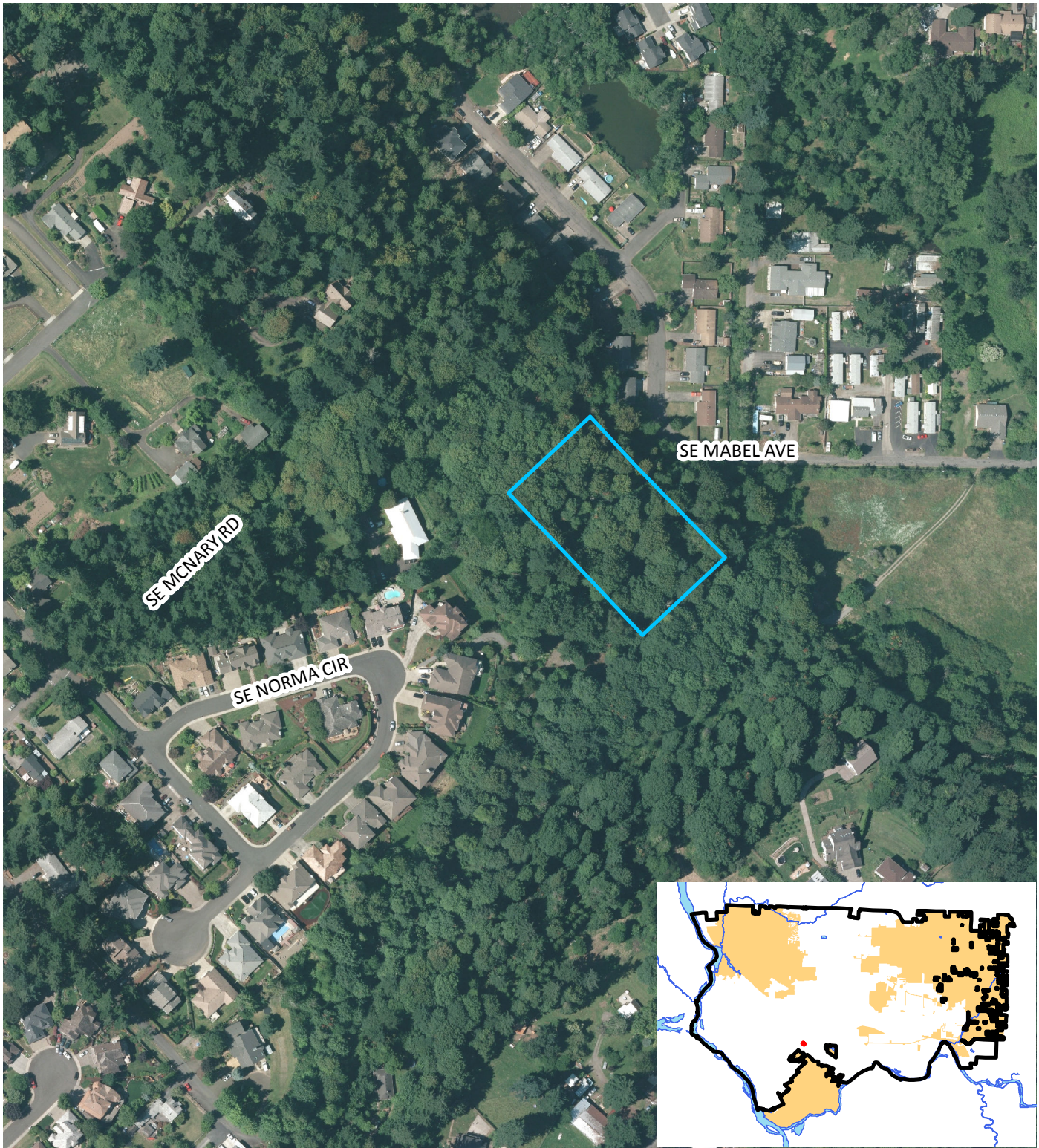


Riverville Park: Property Photos

Address: 925 SE Courtney Ave, Oak Grove

Amenities: Walking paths, open space, river access, parking





# MCNARY PROPERTY

OWNER: Clackamas County  
 ACRES: 1.55  
 MANAGEMENT: Clackamas County, 1991  
 DEED: 1991-022494, \$0  
 PRIOR OWNER: Sunridge Development Corp



Recommendations: NCPRD Park Planning Team, 2014.  
 Data source: Clackamas County GIS Dept. and NCPRD, 2014  
 Map Prepared by: Samantha Wolf, GIS Resource Analyst,  
 Oct. 30, 2014.  
 File Path: S:\GIS\NCPRD\_NRI\Projects\Multi\_Park\_Projects\Aquisition\_2014\  
 County Property X-fer



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## PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County Development Agency ("AGENCY"), the urban renewal agency of Clackamas County, a corporate body politic, North Clackamas Parks and Recreation District ("DISTRICT"), a county service District formed pursuant to ORS Chapter 451, Clackamas County Service District No. 1 ("CCSD #1"), a county service district formed pursuant to ORS Chapter 451, and Clackamas County ("COUNTY"), a corporate body politic.

### RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, ORS 190.020 provides that intergovernmental agreements may provide for the transfer of title to real property;

WHEREAS, the Clackamas Town Center Area Development Plan (the "CTC PLAN"), originally adopted on December 30, 1980, and most recently amended on June 16, 2005, calls for park site development and acquisition and infrastructure improvements benefiting Harmony Road;

WHEREAS, the Clackamas Industrial Area Development Plan (the "CIA PLAN"), originally adopted on July 26, 1984, and most recently amended on September 27, 2007, calls for targeted drainage improvements to Mt. Scott Creek;

WHEREAS, the Agency acquired a large parcel of land to accommodate additional recreational opportunities, transportation projects related to Sunnyside Road and Harmony Road, and drainage improvements to Mt. Scott Creek;

WHEREAS, the Agency has transferred or developed nearly all of the land it originally acquired for these projects;

WHEREAS, it does not appear that the Harmony Road improvement project, which includes the westerly extension of Sunnybrook Boulevard, will be initiated for the foreseeable future, leaving the Agency with ownership of the property described as "Parcel 5 of Partition Plat 2006-003" (the "Harmony Property") as described more particularly on Exhibit D;

WHEREAS, the Property is vacant except for a park which has been developed on a portion of the Property, and a driveway which provides access to a drainage facility maintained by CCSD #1;

WHEREAS, the District has an interest in formally acquiring the rights to use the Property for recreational opportunities, consistent with the purposes of the CTC Plan;

WHEREAS, the County is able to assume ownership and maintenance responsibilities the Property, allowing the Agency to divest itself of its remaining interest in the Property;

WHEREAS, the County desires to acquire an interest in the Property to help facilitate the Harmony Road Improvement Project, as that project is generally described in the CTC Plan, in the event that project is ever deemed to be necessary;

WHEREAS, CCSD #1 desires to formalize its right to access the Property for purposes of maintaining the existing drainage facility;

WHEREAS, the Agency also acquired a parcel near Hawthorn Road to support economic development and has subsequently improved it to be a park, now known as the Hawthorn Park (the "Hawthorn Property") as described more particularly on Exhibit D; and



WHEREAS, the Agency desires to transfer the Hawthorn Property to NCPRD to align ownership with maintenance and use responsibilities.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire by mutual written agreements of the parties hereto.
2. **Obligation of the District.**
  - A. The District agrees to exercise the rights described in the easement, attached hereto as Exhibit "A", to develop and maintain a portion of the Harmony Property for recreational purposes, in a manner consistent with the CTC Plan.
  - B. The District shall acknowledge the easement in favor of CCSD #1, or its successor in interest, ensuring that use of the Harmony Property will be available to CCSD #1 pursuant to the terms of an easement substantially similar to the form attached hereto as Exhibit A.
  - C. The District shall assume all maintenance responsibilities for the Harmony and Hawthorn Properties, except for those areas used by CCSD #1 for its drainage facility.
  - D. The District shall assume ownership of the Hawthorn Property.
3. **Obligation of the Agency.**
  - A. The Agency agrees to transfer ownership of the Harmony Property to the County as soon as practical after the effective date of this Agreement by Bargain and Sale deed in a form substantially similar to the form attached as Exhibit C.
  - B. The Agency shall execute an easement substantially similar to the form attached hereto as Exhibit A which grants the right to utilize the Property to the District for purposes of park and recreation opportunities.
  - C. The Agency shall execute the easement substantially similar to the form attached hereto as Exhibit B which grants the right to access the Property to CCSD #1 for purposes of maintaining the drainage facility.
  - D. The Agency agrees to transfer ownership of the Hawthorn Property to the District as soon as practical after the effective date of this Agreement by Bargain and Sale deed in a form substantially similar to the form attached as Exhibit C.
4. **Obligation of CCSD #1.**
  - A. CCSD#1 agrees to exercise the rights described in an easement substantially similar to the form attached hereto as Exhibit B.
  - B. In the event the County proceeds with the Harmony Road Improvement Project, a county roadway project similar in scope and purpose as compared to the Harmony Road Improvement Project as described in the Plan, or any other project described in the Plan, pursuant to Section 6, CCSD #1 will cooperate with the Agency or the County, as appropriate, to relocate the access to its drainage facility to the extent that the existing improved access interferes with any proposed development of the Property, consistent with Section 6. Costs associated with relocating the access shall be negotiated by the parties at the time the need for relocation of the access becomes apparent.

5. **Obligation of the County.**

A. The County agrees to accept ownership of the Harmony Property.

B. In the event the Harmony Road Improvement Project, a county roadway project similar in scope and purpose as compared to the Harmony Road Improvement Project as described in the Plan, or any other project described in the Plan, is deemed necessary by the County, the County shall cooperate in the development of the Harmony Property, pursuant to Section 6.

6. **Possible Future Property Development.** The Parties acknowledge that the transfer of the Harmony Property to the County is for purposes of ensuring that use of the Harmony Property is available the County, or its respective successor in interest, in the event the Harmony Property is ever needed for the Harmony Road Improvement Project, or a county roadway project similar in scope and purpose as compared to the Harmony Road Improvement Project as described in the Plan, or any other project described in the Plan.

Costs associated with relocating the access shall be negotiated by the parties at the time the need for relocation of the access becomes apparent.

7. **Merger.** It is intended that the delivery of the deed conveying the Property from the Agency to the County shall not effect a merger of the provisions of this Agreement, which terms are intended to continue after the delivery of the deed described herein.

8. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, each party to this Agreement agrees to indemnify, save harmless and defend any other party to this Agreement, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the offending party or its officers, owners, employees, agents, or its subcontractors or anyone over which the offending party has a right to control.

9. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

10. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

11. **Integration.** This Agreement contains the entire agreement between the District, the Agency, the County and CCSD #1 and supersedes all prior written or oral discussions or agreements regarding this subject matter. Specifically, this Agreement hereby terminates that certain Disposition and Development Agreement between the District, the Agency, the County and CCSD #1 dated May 21, 1998 and any express or implied agreements related to the right of CCSD #1 to access the Property.

12. **Amendments.** The parties hereto may amend this Agreement at any time only by written amendment executed by the District, the Agency, the County and CCSD #1, or each party's respective successor in interest.

13. **Waiver.** Each party hereto shall not be deemed to have waived any breach of this Agreement by another 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 be of the same nature as that waived.

14. **Delegation.** The County Administrator, Deputy County Administrator, or Director of Finance on behalf of the County; the District Administrator, Deputy District Administrator or Director of the District on behalf of the District; the District Administrator, Deputy District Administrator or Director of CCSD#1 on behalf of CCSD#1; and Agency Administrator, Deputy Agency Administrator or Director of DTD on behalf of the Agency are each hereby granted all necessary power and authority to execute any and all documents necessary or proper to accomplish the transactions contemplated herein, including any and all deeds, easements, notices of recordation, or any other such document.

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

**Clackamas County  
Development Agency**

**North Clackamas Parks and Recreation  
District**

\_\_\_\_\_  
Chair, Development Agency

\_\_\_\_\_  
Chair, North Clackamas Parks and Recreation  
District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Clackamas County**

**Clackamas County Service District No. 1**

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

\_\_\_\_\_  
Chair, Clackamas County Service District  
No. 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A: Form of Park Easement

*[See Attached]*

**Exhibit B: Form of Access Easement**

*[See Attached]*

Grantor: Clackamas County Development Agency Address: 150 Beaver creek Road Oregon City, OR 97045	State of Oregon
Grantee: Clackamas County Service District No. 1 Address: 150 Beaver creek Road Oregon City, OR 97045	<i>DRAFT</i>
After Recording Return to: Clackamas County Service District No. 1 150 Beaver creek Road Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	

**PERMANENT EASEMENT for INGRESS and EGRESS**  
**to a STORM WATER FACILITY**  
(Corporate or Non Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Clackamas County Development Agency, the urban renewal agency of Clackamas County, a corporate body politic, ("Grantor"), for value received, hereby grants and conveys to Clackamas Service District No. 1, a county service district formed pursuant to ORS Chapter 451, ("Grantee"), its heirs, successors and assigns, a permanent easement for ingress and egress purposes to access a storm water facility, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon, and with Grantor's real property more particularly described as follows:

Grantor's real property more particularly described as follows: A tract of fee land located in the SE 1/4 of Section 4, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on May 15, 2009, as Document No. 2009-033634 in the Deed Records of Clackamas County, Oregon, (the Property).

The Permanent Easement for ingress and egress is more particularly described in Exhibits "A" and "B", attached hereto and by this reference made a part hereof (the Easement Area).

This is a grant from one entity of Clackamas County to another in an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

The ingress and egress (the "Access") is currently improved and utilized and extends over the Property. Grantor hereby conveys to Grantee the right to access the Easement Area and the right to develop, operate and maintain the Access as now located on the Property for the purposes described herein.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures, nor park vehicles or other equipment in such a manner as to interfere with Grantee's use of the Easement Area for the purposes described in this document. Notwithstanding the above, if, in Grantor's determination, or the determination of Grantor's heirs,

successors, assigns or representatives, Grantee's Facility would impair or restrict the ability to develop the Harmony Road Improvement Project, as described by the Clackamas Town Center Area Development Plan (the "Plan"), a county roadway project similar in scope and purpose as compared to the Harmony Road Improvement Project as described in the Plan, or any other project described in the Plan, Grantor, Grantor's heirs, successors, assigns or representatives, may require the Grantee to relocate the Access to the extent that the existing improved Access interferes with proposed development of the Property. Costs associated with relocating the Access shall be negotiated by the parties at the time the need for relocation of the Access becomes apparent.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the Property which is free from all encumbrances except for easements, conditions and restrictions of record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

Grantee shall be solely responsible for the cost of the maintenance of the Access. Grantee shall repair any damage to the Property caused by Grantee's use of the Access or the Easement Area. Grantee agrees to hold Grantor harmless for all injury to persons or property caused by Grantee's use of the property for the purposes described in this document.

Statutory Land Use Disclaimer: 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.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_

STATE OF OREGON )  
) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013,  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ Clackamas County \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for State of Oregon

My Commission Expires: \_\_\_\_\_



Exhibit C: Form of Bargain and Sale Deed

*[See Attached]*

**BARGAIN AND SALE DEED**

**GRANTOR:**

Clackamas County Development Agency  
Development Services Building  
150 Beavercreek Road  
Oregon City, OR 97045

**GRANTEE:**

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

After Recording Return To:  
Clackamas County Development Agency  
150 Beavercreek Road  
Oregon City, OR 97045

Until a Change is Requested, Tax Statements shall be sent to the following address:

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

Agenda No: \_\_\_\_\_  
and/or  
Board Order No: \_\_\_\_\_

**BARGAIN and SALE DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, OREGON, a corporate body politic (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency"), does hereby grant, bargain, sell and convey as grantor unto CLACKAMAS COUNTY, a corporate body politic, (hereinafter called the "County") as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

See Exhibits A and B, attached hereto and incorporated herein.

Exhibit A: A 1 (one) page legal description of the Property.

Exhibit B: A 1 (one) page map illustrating the Property.

Subject to the following:

See Exhibit C, attached hereto and incorporated herein.

Exhibit C: A report setting forth the exceptions to title.

It is intended that the delivery of this Deed shall not effect a merger of the provisions of a Property Transfer Agreement, dated \_\_\_\_\_ 2014 between the Agency, County, North Clackamas Parks and Recreation District and Clackamas County Service District No. 1 (hereinafter called the "Agreement"), which terms are intended to continue after the delivery of this Deed.

The true and actual consideration for this conveyance is the performance of covenants and conditions of the Agreement, described herein.

This Grant is made by the Agency pursuant to powers exercised by it under Oregon Revised Statutes Chapter 457 for the purpose of carrying out an urban renewal plan for the Clackamas Industrial Area which Plan was approved by the Clackamas County Commission on July 26, 1984 and which Plan has been amended and, as amended, is incorporated herein and by this reference made a part hereof.

**“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.”**

[Signature and Acknowledgement on Following Page]

IN WITNESS WHEREOF, the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County has caused this instrument to be executed by duly elected officers this \_\_\_\_ day of \_\_\_\_\_, 2014.

CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, a corporate body politic under ORS Chapter 457

By: \_\_\_\_\_  
John Ludlow, Chair

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

On this \_\_\_\_ day of \_\_\_\_\_, 2014 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by John Ludlow, Chair, on behalf of the Clackamas County Development Agency.

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

Exhibit D: Property Descriptions

*[See Attached]*

Grantor: Clackamas County Development Agency Address: 150 Beaver Creek Road Oregon City, OR 97045	State of Oregon
	<i>DRAFT</i>
Grantee: North Clackamas Parks And Recreation District Address: 150 Beaver Creek Road Oregon City, OR 97045	
After Recording Return to: North Clackamas Parks And Recreation District 150 Beaver Creek Road Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	

**PERMANENT EASEMENT for a PARK FACILITY**  
(Corporate or Non Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Clackamas County Development Agency, the urban renewal agency of Clackamas County, a corporate body politic, ("Grantor"), for value received, hereby grants and conveys to North Clackamas Parks and Recreation District, a county service district formed pursuant to ORS Chapter 451, ("Grantee"), its heirs, successors and assigns, a permanent easement for development and operation of a park facility, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property more particularly described as follows: A tract of fee land located in the SE 1/4 of Section 4, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on May 15, 2009, as Document No. 2009-033634 in the Deed Records of Clackamas County, Oregon, (the Property).

The Permanent Easement for a Park Facility encumbers the entire Property, which is more particularly described in Exhibits "A" and "B", attached hereto and by this reference made a part hereof (the Easement Area).

This is a grant from one entity of Clackamas County to another in an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

The park facility (the "Facility") currently extends over Grantor's real property. Grantor hereby conveys to Grantee the right to access the Easement Area and the right to develop, operate and maintain the Facility as now located on the Property, or as may be modified in the future in the Grantee's discretion.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures, nor park vehicles or other equipment in such a manner as to interfere with Grantee's use of the Easement Area for the purposes described in this document, except that Grantor, Grantor's heirs, successors, assigns or representatives, may require the Grantee to either abandon or reconfigure the Facility if, in Grantor's determination, or the determination of Grantor's

heirs, successors, assigns or representatives, Grantee's Facility would impair or restrict the ability to develop the Harmony Road Improvement Project, as described by the Clackamas Town Center Area Development Plan (the "Plan"), a county roadway project similar in scope and purpose as compared to the Harmony Road Improvement Project as described in the Plan, or any other project described in the Plan. Grantor shall not assume any costs associated with the Grantee's obligation to remove or reconfigure its Facility under this provision.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the Property which is free from all encumbrances except for easements, conditions and restrictions of record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

Grantee shall be solely responsible for the cost of the maintenance of the entire Easement Area, except for those areas that may be used by Clackamas County Service District No. 1 for access to its drainage facility, which is memorialized by an easement which became effective on the same date as this document. Grantee shall repair any damage to the Property caused by Grantee's use of the Easement Area. Grantee agrees to hold Grantor harmless for all injury to persons or property caused by Grantee's use of the property for the purposes described in this document.

Statutory Land Use Disclaimer: 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.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013,  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ Clackamas County \_\_\_\_\_.

\_\_\_\_\_

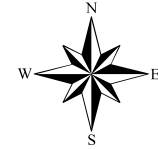
Notary Public for State of Oregon

My Commission Expires: \_\_\_\_\_



# Hawthorne Park

OWNER: Clackamas County Development Agency  
ACRES: 0.98  
MANAGEMENT: Clackamas County Dev. Agency, 2009;  
NCPRD 2012  
DEED: 2009-080  
PRIOR OWNER: HP Development, Inc.



Recommendations: NCPRD Park Planning Team, 2014.  
Data source: Clackamas County GIS Dept. and NCPRD, 2014  
Map Prepared by: Samantha Wolf, GIS Resource Analyst, Nov. 4, 2014.  
File Path: S:\GIS\NCPRD\_NRI\Projects\Multi\_Park\_Projects\Aquisition\_2014\  
County Property X-fer



**NORTH CLACKAMAS**  
PARKS & RECREATION DISTRICT



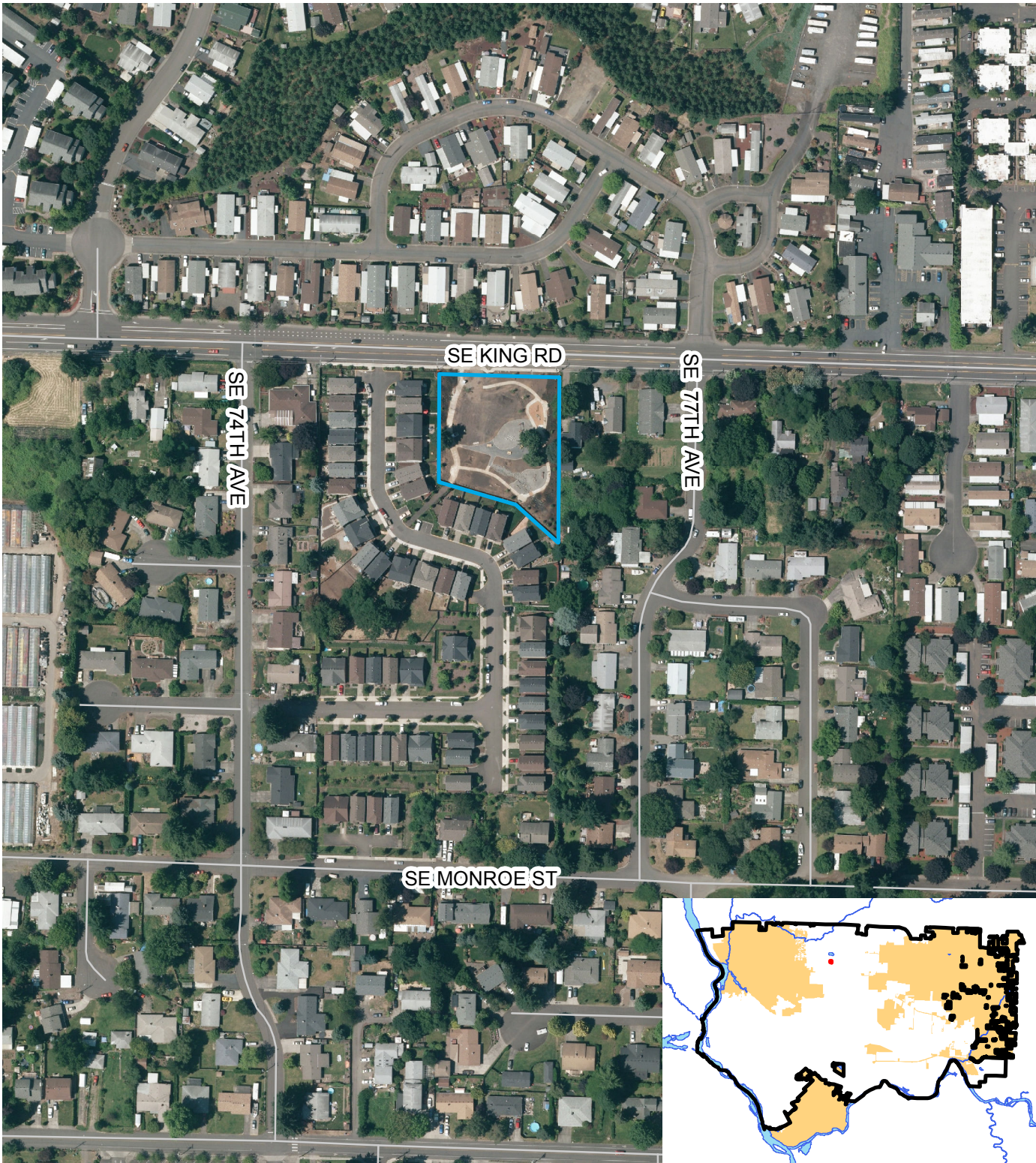
**CLACKAMAS**  
COUNTY

GEOGRAPHIC INFORMATION SYSTEMS

DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS  
121 LIBRARY COURT  
OREGON CITY, OREGON 97045

The information on this map was derived from digital databases from Clackamas County's GIS. Care was taken in the creation of this map but is provided "as is". Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product before making any decisions.

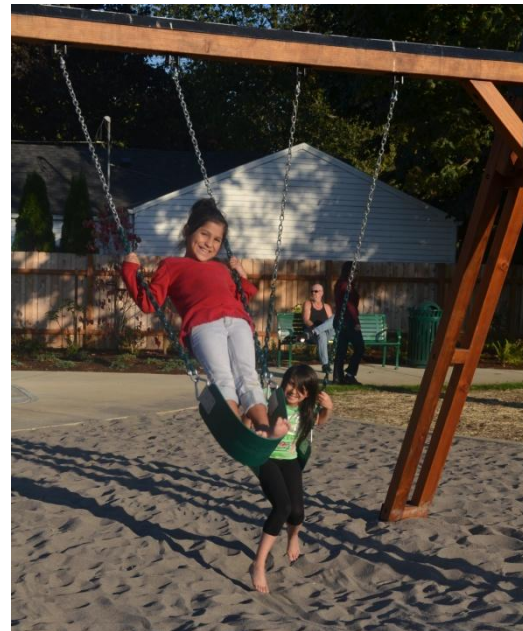
The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions.



Hawthorne Park: Property Photos

Address: 7560 SE King Rd (Clackamas county), 97222

Amenities: swing set, dry creek bed, water play area, cement walking path, benches



# HARMONY ROAD NEIGHBORHOOD PARK

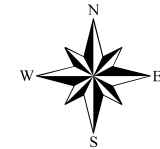
OWNER: Clackamas County Development Agency

ACRES: 6.01

MANAGEMENT: Clackamas County Dev. Agency, 1992;  
NCPRD 1995

DEED: 92-13633, \$594,000

PRIOR OWNER: Clackamas County



Recommendations: NCPRD Park Planning Team, 2014.  
Data source: Clackamas County GIS Dept. and NCPRD, 2014  
Map Prepared by: Samantha Wolf, GIS Resource Analyst, Nov. 4, 2014.  
File Path: S:\GIS\NCPRD\_NRI\Projects\Multi\_Park\_Projects\Aquisition\_2014\  
County Property X-fer



**NORTH CLACKAMAS**  
PARKS & RECREATION DISTRICT



**CLACKAMAS**  
COUNTY

**GEOGRAPHIC INFORMATION SYSTEMS**

DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS  
121 LIBRARY COURT  
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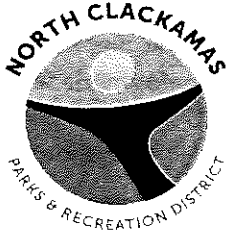


Harmony Road Neighborhood Park: Property Photos

Address: 7250 SE Harmony Rd (Clackamas County), 97222

Amenities: Playground, basketball court, benches, picnic table, parking





**November 26, 2014**

Board of County Commissioners  
Clackamas County

Members of the Board:

1. Approval of final contract payments for professional services by North Clackamas Parks & Recreation District to Snowfish, Inc. dba Fish Marketing

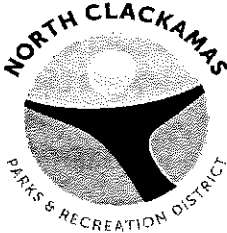
<b>Purpose/Outcome</b>	The personal services Retainer Agreement provided NCPRD with a temporary public engagement and communications professional on the District's Senior Management Team to direct completion of the District's draft Master Plan, lead the public outreach and communications effort for the November 2014 ballot measure and serve as the NCPRD staff liaison to the Department of Public and Government Affairs (PGA)
<b>Dollar Amount and Fiscal Impact</b>	The contract fee over FY13/14 and FY14/15 combined is projected to be \$168,000, exceeding the Director signing authority by \$18,000. The contract is funded through budgeted but unfilled staff positions including an unfilled PGA Community Relations Specialist for BCS.
<b>Funding Source</b>	NCPRD general fund.
<b>Safety Impact</b>	None
<b>Duration</b>	August 1, 2013 through November 30, 2014
<b>Previous Board Action/Review</b>	N/A
<b>Contact Person</b>	Gary Barth, Director, NCPRD

**BACKGROUND:**

This agreement is for retained professional services of Karen Tolvstad of Fish Marketing.

Karen has been filling the role of NCPRD Marketing and Communications Manager as part of the NCPRD Senior Management Team (SMT) in a temporary position since August 2013. Karen filled a critical senior management role that exists within special districts. However due to the current funding capacity of the District this role was being filled on a temporary retained basis pending the outcome of the November 2014 election to reform NCPRD at a higher permanent tax rate.

The retainer fee was \$10,000 per month from August 2013 through March 2014 and increased by contract amendment to \$11,000 per month beginning April 2014 not to exceed \$132,000 annually. In FY 13/14 Fish was paid \$113,000 under this Retainer Agreement.



Gary Barth  
Director  
North Clackamas Parks and Recreation District  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045

---

In FY 14/15 Fish was to provide services from July 1 – November 30, 2014 through the November 4, 2014 election. The retainer fee for FY 14/15 will be \$55,000.

The Retainer Agreement was prepared by County Counsel and does not have a termination date and compensation in a fiscal year did not exceed the annual contract amount limit of \$132,000 that was later added in the Amendment. However over parts of two fiscal years the cumulative compensation will total \$168,000 for services rendered through the November 2014. As this exceeds the staff authority limit of \$150,000 by \$18,000 staff requests Board approval for total compensation to Fish Marketing under this Retainer Agreement not to exceed \$168,000 in total over the duration of the Agreement.

NCPRD and Fish Marketing are closing out this engagement and with Board approval NCPRD will make final payment to Fish Marketing for services provided under this Retainer Agreement.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve total compensation over the two fiscal year duration of this Retainer Agreement not to exceed \$168,000 in total and \$55,000 in FY 14/15.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary Barth".

Gary Barth, NCPRD Director

Cc: Don Krupp, District Administrator

**RETAINER AGREEMENT FOR  
CONSULTANT SERVICES  
TO  
NORTH CLACKAMAS PARKS & RECREATION DISTRICT  
BY  
FISH MARKETING**

THIS RETAINER AGREEMENT TO FURNISH CONSULTANT SERVICES (this "Agreement"), made and entered into on this 28<sup>th</sup> day of July in the year 2013 by and between NORTH CLACKAMAS PARKS & RECREATION DISTRICT, a county service district formed under Oregon Revised Statutes ("ORS") 451 (the "DISTRICT") and SNOWFISH, INC. an Oregon corporation dba Fish Marketing (the "CONSULTANT").

**RECITALS**

WHEREAS CONSULTANT has developed expertise in community outreach and engagement, stakeholder relations and partnership development, public process and government affairs, strategic communications, traditional and digital marketing, and other skills needed to support the business, plans and goals of the district; and

WHEREAS, DISTRICT desires to have CONSULTANT utilize this expertise for its benefit on an ongoing basis; and

WHEREAS, the most cost-effective arrangement to do so is to place CONSULTANT on retainer for consistent engagement and utilization by the DISTRICT; and

WHEREAS, CONSULTANT is willing to provide services on this basis;

NOW, THEREFORE, the DISTRICT and the CONSULTANT for the considerations hereinafter set forth agree as follows:

**ARTICLE 1 - SERVICES OF THE CONSULTANT**

The CONSULTANT agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services from time to time as directed by the DISTRICT (the "Services").

**ARTICLE 2 - DISTRICT'S RESPONSIBILITIES**

The DISTRICT will provide adequate information to the CONSULTANT regarding the DISTRICT's requirements for the PROJECT. District will provide office space for CONSULTANT when on-site at DISTRICT facilities.

**ARTICLE 3 - CONSULTANT'S RESPONSIBILITIES**

3.1 The CONSULTANT agrees to complete the Services as requested by the DISTRICT to the

best of its abilities.

**3.2 Standards of Performance.** The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the generally accepted care and skill ordinarily used by a competent member of CONSULTANT's profession in effect at the time CONSULTANT's services are performed.

**3.3 CONSULTANT's Project Manager.** The CONSULTANT shall assign personnel to do the work as necessary in its professional judgment.

#### **ARTICLE 4 – DISTRICT'S PROJECT MANAGER**

The DISTRICT's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other DISTRICT actions referred to herein. The DISTRICT's Project Manager shall be Gary Barth or his designee.

#### **ARTICLE 5 - PAYMENTS TO CONSULTANT**

In accordance with the terms and conditions of this Agreement, the DISTRICT shall compensate the CONSULTANT as follows:

##### **5.1 Compensation**

The DISTRICT shall pay CONSULTANT a flat retainage fee based on the hours allocated to service, estimated to be 50 hours per month. The Parties estimate that a retainage fee of Ten Thousand and no/100 Dollars (\$10,000.00) per month shall be sufficient for the projected work.

##### **5.2 Billing and Payment Procedure**

The CONSULTANT will provide monthly invoices to the DISTRICT in the amount of \$10,000. Each invoice shall summarize work performed during the preceding month. The CONSULTANT shall maintain detailed records to support these charges and such records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the CONSULTANT within 30 days of the DISTRICT's receipt of the CONSULTANT's monthly statement.

**5.3 Expenses Reimbursement.** CONSULTANT shall be responsible for expenses relating to the provision of services.



## **ARTICLE 6 - GENERAL CONDITIONS**

### **6.1 Early Termination of Agreement**

- 6.1.1 The DISTRICT and the CONSULTANT, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The DISTRICT, on thirty (30) days' prior written notice to the CONSULTANT, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the DISTRICT or the CONSULTANT 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 to the other party written notice of the breach and of the party's intent to terminate. If the 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 a written notice of termination stating the effective date of the termination.

### **6.2 Payment on Early Termination**

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the DISTRICT shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date on a per-hour basis.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the CONSULTANT due to a breach by the DISTRICT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.2.1.
- 6.2.4 In the event of early termination, all of the CONSULTANT's work product will become and remain property of the DISTRICT.

### **6.3 Remedies**

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT may complete the work either itself, or by agreement with another consultant or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1 hereof, then the CONSULTANT shall promptly pay to the DISTRICT the amount of the excess.

6.3.2 The remedies provided to the DISTRICT under Paragraph, 6.1, 6.2, and 6.3 hereof for a breach by the CONSULTANT shall not be exclusive. The DISTRICT also shall be entitled to any other equitable and legal remedies that may be available.

6.3.3 In the event of breach of this Agreement by the DISTRICT, then the CONSULTANT's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

#### **6.4 Indemnification and Insurance**

6.4.1 The CONSULTANT agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, errors, or omissions of the CONSULTANT or CONSULTANT's officers, owners, employees, agents, or its subcontractors or anyone over which CONSULTANT has a right to control.

6.4.2 The CONSULTANT agrees to furnish the DISTRICT evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the CONSULTANT's, or any subcontractors, in the performance of this Agreement. The insurance shall include the DISTRICT, its officers, commissioners, agents and employees, as additional insureds and refer to and support the CONSULTANT's obligation to hold harmless the DISTRICT, its officers, commissioners, agents, and employees.

#### **6.5 Oregon Law and Forum**

6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

6.5.2 Any litigation between the DISTRICT and the CONSULTANT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

#### **6.6 Workers' Compensation Coverage Requirements**

The CONSULTANT is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any workers' compensation coverage under this Agreement. If the CONSULTANT hires

subconsultants for the performance of this Agreement, the CONSULTANT agrees to require that the subconsultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the CONSULTANT.

6.6.1 The CONSULTANT will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.

6.6.2 This Agreement is not intended to entitle the CONSULTANT to any benefits generally granted to DISTRICT, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract to the CONSULTANT are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the CONSULTANT is presently a member of the Public Employees Retirement System).

#### 6.7 Assignment

The CONSULTANT shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the DISTRICT which may be granted or withheld in its sole and absolute discretion. The DISTRICT may assign this Agreement at any time and shall provide CONSULTANT with notice of such assignment within thirty (30) days of such assignment.

#### 6.8 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the DISTRICT: North Clackamas Parks & Recreation District  
150 Beavercreek Rd., 4<sup>th</sup> Floor  
Oregon City, OR 97045  
ATTN: Gary Barth

Copy to: Office of County Counsel  
2051 Kaen Road, 4<sup>th</sup> Floor  
Oregon City, OR 97045  
ATTN: Chris Storey

If to the CONSULTANT: Fish Marketing  
Public Affairs Division  
107 SE Washington Street, Suite 620  
Portland, OR 97214

ATTN: Karen Tolvstad

#### **6.9 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.

#### **6.80 Integration**

This Agreement contains the entire agreement between the DISTRICT and the CONSULTANT and supersedes all prior written or oral discussions or agreements.

#### **6.91 Funds**

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2013-14. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the "Board"), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

#### **6.102 Ownership of Documents**

- 6.12.1 All work the CONSULTANT performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT. The DISTRICT shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the CONSULTANT produces in connection with this Agreement. On completion or termination of the Agreement the CONSULTANT shall promptly deliver these materials to the Project Manager.
- 6.102.2 The CONSULTANT may retain for its own records and at its own cost copies of the materials referred to in Paragraph 6.14.1 hereof.
- 6.102.3 Any use the DISTRICT makes of the materials referred to in Paragraph 6.12.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT's risk.

#### **6.113 Release of Information**

No information relative to the PROJECT shall be released by the CONSULTANT for publication, advertising, communication with the media, the public, other clients of the CONSULTANT, or any other person for any other purpose, without prior written approval of the DISTRICT.

#### **6.124 Maintenance of Records**

The CONSULTANT shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each PROJECT in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The DISTRICT or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the CONSULTANT regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final PROJECT billing or until three (3) years after the date of resolution of any litigation or claim.

#### **6.135 Public Contracting Law**

The parties acknowledge that DISTRICT is subject to public contracting law including ORS Chapters 279A and 279C, and all applicable portions of the Oregon Revised Statutes are hereby incorporated by reference.

#### **6.16 Survival & Headings**

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason. The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

#### **6.17 Amendments & Waiver**

The DISTRICT and the CONSULTANT may amend this Agreement at any time only by written amendment executed by the DISTRICT and the CONSULTANT. The DISTRICT and the CONSULTANT 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 be of the same nature as that waived.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CONSULTANT:

Snowfish, Inc. dba

Fish Marketing  
Company

1075E Washington #620  
Address

Portland OR 97214  
City, State, Zip Code

  
Authorized Signature

President

Title

48-1283794

Federal Tax ID Number

7-31-13

Date

NORTH CLACKAMAS PARKS &  
RECREATION DISTRICT



Gary Barth, District Director

7/28/13  
Date

**AMENDMENT #1**

**TO THE CONTRACT DOCUMENTS WITH SNOWFISH INC (DBA FISH MARKETING) FOR CONSULTANT SERVICES FOR THE MASTER PLAN PROCESS**

This Amendment #1, when signed by the Contractor and the Director of Business & Community Services Acting as the Governing Body of the North Clackamas Parks and Recreation District as authorized by Board Order Number 2012-41 and Clackamas County LCRB Rules, will become part of the contract documents, superseding the original to the applicable extent indicated.

CHANGE

**ARTICLE 5 - PAYMENTS TO CONSULTANT**

5.1 Compensation

Increase the contract compensation by \$1,000.00 per month for an annual increase of \$12,000.00. The total annual contract amount is not to exceed \$132,000.00.

<b>ORIGINAL CONTRACT</b>	<b>\$120,000.00</b>
<b>AMENDMENT #1</b>	<b>\$ 12,000.00</b>
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>	<b>\$132,000.00</b>

Snowfish Inc  
dba Fish Marketing  
107 SE Washington Street #620  
Portland, OR 97214




Authorized Signature

Doug Fish, President  
Name/Title (Printed)

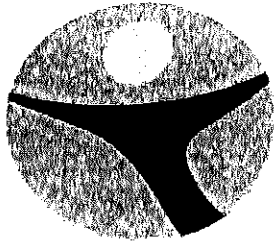
4-2-14  
Date

CLACKAMAS COUNTY BOARD OF  
COMMISSIONERS Acting as the  
Governing Body of the North Clackamas  
Parks and Recreation District by:

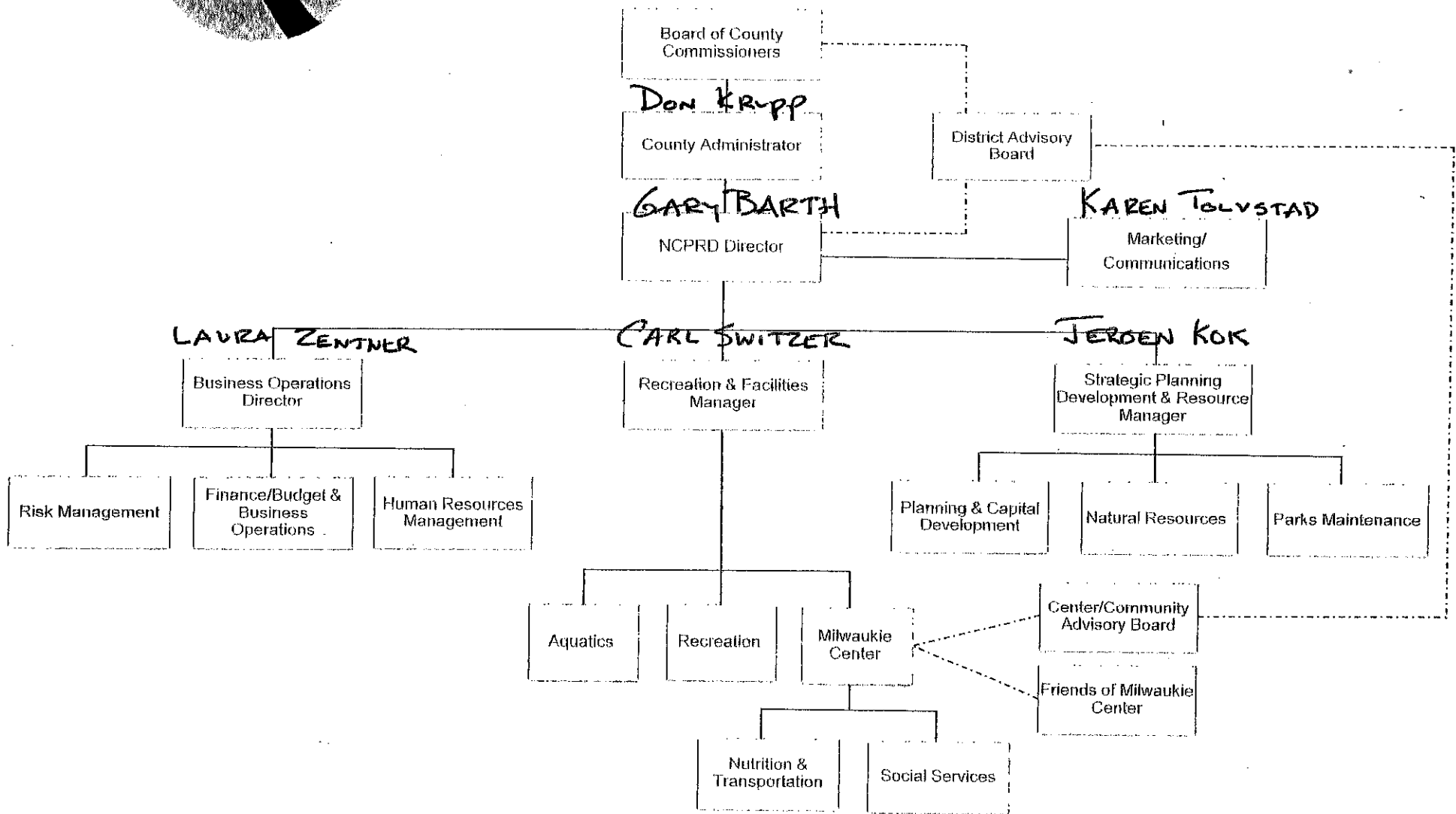


Gary Barth, Director  
Business & Community Services

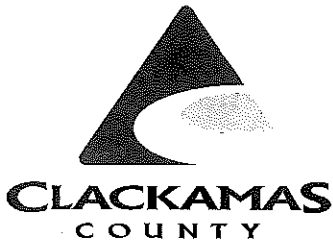
4/21/14  
Date



## North Clackamas Parks and Recreation District 2014-2015 Organization Chart







**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

November 26, 2014

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Development Agency Board  
Clackamas County

Members of the Board:

Authorization to execute an Intergovernmental Agreement between  
Clackamas County Service District No. 1 and Clackamas County Development Agency  
for  
Lawnfield Conveyance Ditch Project

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement to reimburse Clackamas County Development Agency (Agency) for water quality elements of the drainage way improvements associated with the Lawnfield Conveyance Ditch Improvements.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$25,000.
<b>Safety Impact</b>	Reduced localized flooding.
<b>Duration</b>	Agency will complete project by November, 2014
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Dan Johnson, Development Agency Manager
<b>Contract No.</b>	N/A

**BACKGROUND**

Through interdepartmental discussion, Clackamas County Development Agency (Agency) and Water Environment Services (WES) identified an opportunity to partner on improving a drainage way that conveys stormwater runoff from a drainage basin in the proximity of Lawnfield Road and 97th Avenue. This drainage basin conveys stormwater runoff by means of an open channel through the easterly portion of the Clackamas Industrial Area.

The Agency has identified the need to improve the conveyance in a portion of this drainage way which was constructed in the 1980s to redirect stormwater runoff away from the industrial developments near the bottom of the basin. The project consists of reshaping and realigning the drainage ditch to improve the overall function, conveyance, and water quality of the drainage way.

WES Stormwater Management Program, on behalf of CCSD#1, is devoted to improving the stormwater runoff quality from areas within the District. By partnering with the Agency on the water quality aspects of this project WES will not only be improving local stormwater runoff quality but will also satisfy federal regulatory standards implemented

through the MS4 permit which requires stormwater retrofits in older areas for the purpose of enhancing water quality treatment.

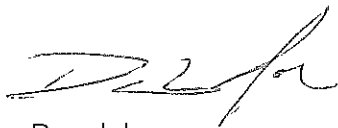
As part of the approved 2014-2015 budget, Clackamas County Service District No. 1 (CCSD#1) has allocated \$25,000.00 to contribute towards the water quality treatment aspects of this Project. Upon board approval and completion of the project, CCSD#1 will transfer up to \$25,000.00 to Agency for water quality related improvements in accordance with the terms of the agreement.

## **RECOMMENDATION**

Staff recommends the Board:

1. Approve the attached agreement between Clackamas County Service District No. 1 and Clackamas County Development Agency regarding the Lawnfield Conveyance Ditch Improvements; and
2. Authorize the respective directors of Clackamas County Development Agency and CCSD#1 to execute the agreement.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND  
CLACKAMAS COUNTY DEVELOPMENT AGENCY  
FOR  
LAWNFIELD GARDENS DRAINAGEWAY IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into and between Clackamas County Development Agency (hereafter called "AGENCY"), the urban renewal agency of Clackamas County, and Clackamas County Service District No. 1 ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451.

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, AGENCY desires to improve the Lawnfield drainage system area, which includes clearing and grubbing, erosion control, in-water work isolation, ditch excavation, installation of rip rap basins, and native landscape improvements (hereafter called "Lawnfield Improvements");

WHEREAS, DISTRICT has an interest in improving the stormwater management system in the Lawnfield area;

WHEREAS, DISTRICT has agreed to provide funding for a portion of the Lawnfield Improvements related to stormwater management that will improve water quality (hereinafter the "PROJECT").

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon completion and acceptance of the stormwater improvements that are to be constructed as a part of the PROJECT.
2. **Obligation of Department of Transportation and Development.**
  - A. AGENCY agrees to oversee the administration of the Lawnfield Improvements, including the PROJECT, and manage the reconstruction of the drainageway improvements to the stormwater conveyance system, described in more detail in Exhibit A, attached hereto and incorporated by reference.
  - B. Upon final completion of the PROJECT, AGENCY shall submit a final invoice for reimbursement of the PROJECT construction cost to the DISTRICT not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00). Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed \$25,000.00 without prior written approval of the DISTRICT.
3. **Obligation of the DISTRICT.**
  - A. Upon receipt of the written invoice for reimbursement of a portion of the PROJECT construction cost in 2B, DISTRICT agrees to reimburse AGENCY within sixty (60) days.
4. **Work Plan and Scheduling of Work.**

- A. AGENCY will manage the Lawnfield Improvements, including the PROJECT, and intends to complete construction of the PROJECT by December 31, 2014. DISTRICT acknowledges that said schedule is dependent on many conditions and may be subject to change. AGENCY will provide prompt notice to DISTRICT of any anticipated delays in the schedule. DISTRICT agrees to not unreasonably withhold consent to extensions in the schedule. AGENCY shall not be liable for damages incurred by the DISTRICT, consequential or otherwise, due to failure to complete construction of the PROJECT by December 31, 2014.
- B. Nothing herein shall prevent the parties from meeting to mutually discuss the PROJECT. Each party shall use best efforts to coordinate with the other to minimize conflicts. No adjustment shall be made which obligates the DISTRICT to fund the PROJECT in excess of \$25,000.00.
- C. In the event either party changes plans or specifications, approves change orders or extends unit prices that affect PROJECT costs following the execution of the construction contract, the party requesting the change may be held financially responsible for any additional direct or indirect costs associated with the change. Notwithstanding the foregoing, AGENCY shall be liable for the additional PROJECT costs if changes in plans or specifications are made due to an act of God or other circumstances beyond the reasonable control of AGENCY.

**5. Early Termination of Agreement**

- A. The DISTRICT and AGENCY, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the DISTRICT or 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.

**6. Indemnification.** AGENCY agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of AGENCY or AGENCY's officers, owners, employees, agents, or its subcontractors or anyone over which DTD has a right to control.

The DISTRICT agrees to indemnify, save harmless and defend the AGENCY, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the DISTRICT or the DISTRICT'S officers, owners, employees, agents, or its subcontractors or anyone over which the DISTRICT has a right to control.

**7. Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

8. **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.
9. **Integration.** This Agreement contains the entire agreement between the DISTRICT and AGENCY and supersedes all prior written or oral discussions or agreements.
10. **Amendments.** The DISTRICT and AGENCY may amend this Agreement at any time only by written amendment executed by the DISTRICT and AGENCY.
11. **Waiver.** The DISTRICT and 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.
12. **Third Party Beneficiary.** Each Party intends that this Agreement does not benefit, or create any right or cause of action in or on behalf of, any person or entity other than AGENCY or DISTRICT.

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

**Clackamas County  
Development Agency**

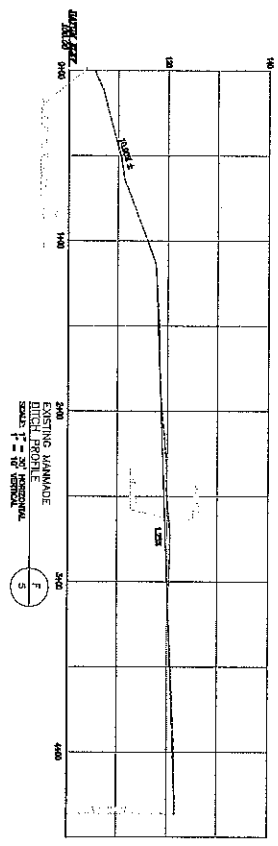
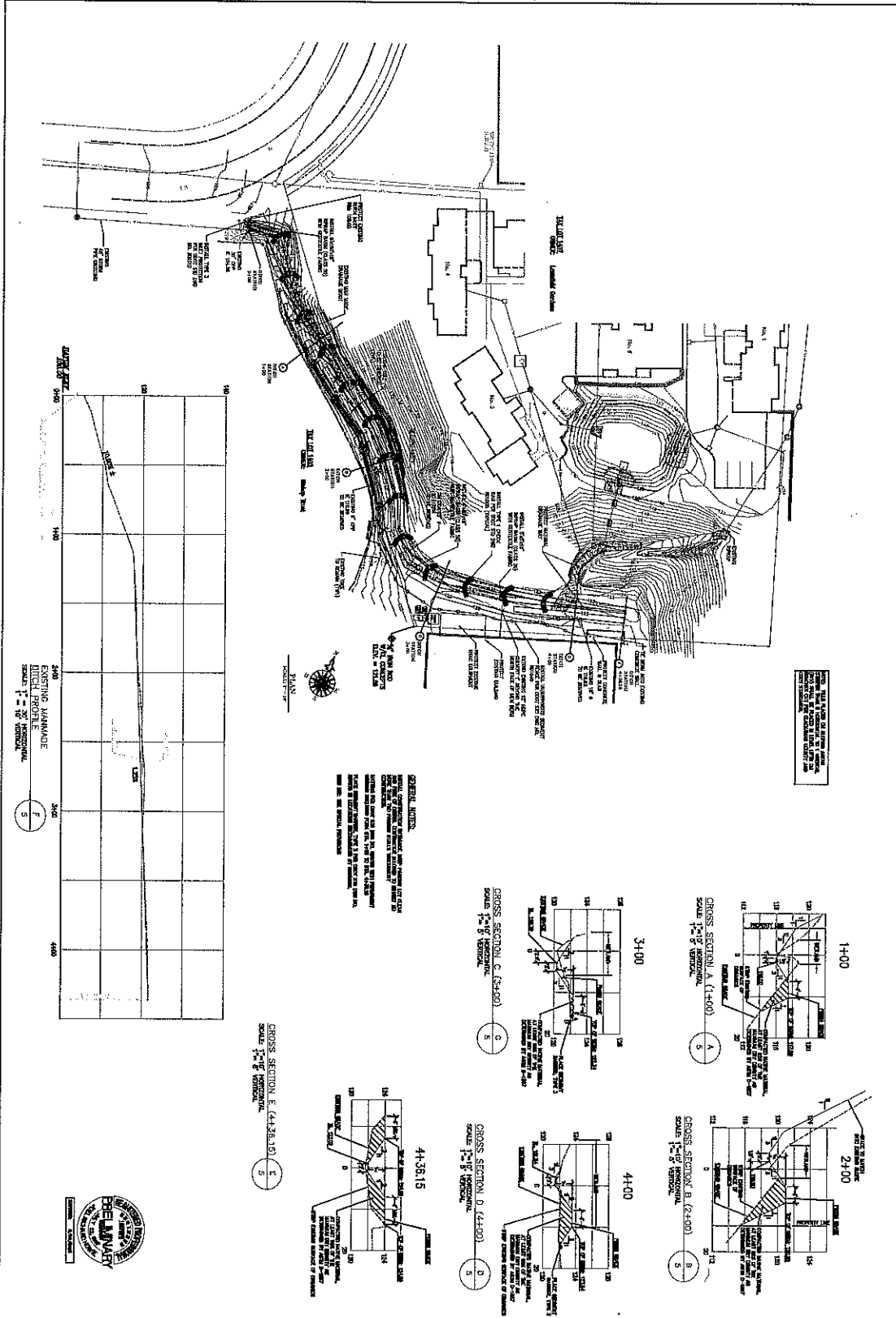
**Clackamas County Service District No. 1**

\_\_\_\_\_  
Barbara Cartmill, Director

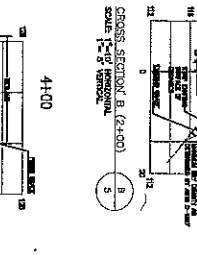
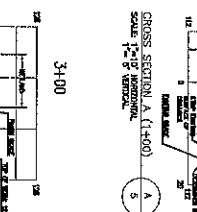
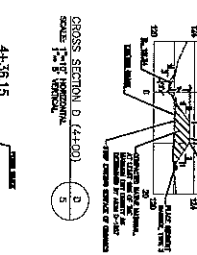
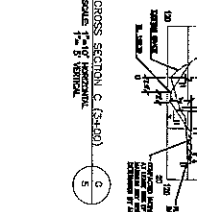
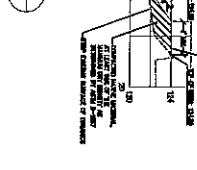
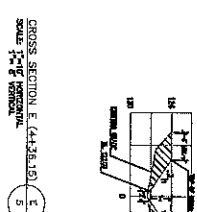
\_\_\_\_\_  
J. Michael Read, Interim Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**GENERAL NOTES:**  
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, AS APPLICABLE.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 4. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO ACCOMMODATE THE PROPOSED STRUCTURES.  
 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DITCH PROFILE THROUGHOUT THE CONSTRUCTION PERIOD.



**PROPOSED STORMWATER MANAGEMENT STRUCTURES:**  
 1. STRUCTURE A: 1+00  
 2. STRUCTURE B: 2+00  
 3. STRUCTURE C: 4+30.0  
 4. STRUCTURE D: 4+29.0  
 5. STRUCTURE E: 4+28.15

<b>REVISIONS</b> NO. DATE: _____ BY: _____ REASON: _____ SCALE: 1" = 5' HORIZONTAL, 1" = 5' VERTICAL		DESIGNED BY: JH DRAFTED BY: MB/CE CHECKED BY: _____ STAFF	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045 M. BARBARA CARTMILL ACTING DIRECTOR	DOWNSTREAM STORM PLAN LAWNFIELD GARDENS TAX LOT 300,400,1407 T2S,R2E SEC 4D 8900 SE LAWNFIELD ROAD DATE: 02/10/2014 PROJECT NO.: EN-0000-00050
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*Beyond* clean water.

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

J. Michael Read  
Interim Director

November 26, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Authorization to execute an Intergovernmental Agreement between  
Clackamas County Service District No. 1 and Clackamas County Development Agency  
for  
Lawnfield Conveyance Ditch Project

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement to reimburse Clackamas County Development Agency (Agency) for water quality elements of the drainage way improvements associated with the Lawnfield Conveyance Ditch Improvements.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$25,000.
<b>Safety Impact</b>	Reduced localized flooding.
<b>Duration</b>	Agency will complete project by November, 2014
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Dan Johnson, Development Agency Manager
<b>Contract No.</b>	N/A

#### BACKGROUND

Through interdepartmental discussion, Clackamas County Development Agency (Agency) and Water Environment Services (WES) identified an opportunity to partner on improving a drainage way that conveys stormwater runoff from a drainage basin in the proximity of Lawnfield Road and 97th Avenue. This drainage basin conveys stormwater runoff by means of an open channel through the easterly portion of the Clackamas Industrial Area.

The Agency has identified the need to improve the conveyance in a portion of this drainage way, which was constructed in the 1980s to redirect stormwater runoff away from the industrial developments near the bottom of the basin. The project consists of reshaping and realigning the drainage ditch to improve the overall function, conveyance, and water quality of the drainage way.

WES Stormwater Management Program, on behalf of CCSD#1, is devoted to improving the stormwater runoff quality from areas within the District. By partnering with the Agency on the water quality aspects of this project WES will not only be improving local stormwater runoff quality but will also satisfy federal regulatory standards implemented

through the MS4 permit which requires stormwater retrofits in older areas for the purpose of enhancing water quality treatment.

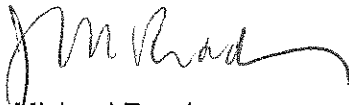
As part of the approved 2014-2015 budget, Clackamas County Service District No.1 (CCSD#1) has allocated \$25,000.00 to contribute towards the water quality treatment aspects of this Project. Upon board approval and completion of the project, CCSD#1 will transfer up to \$25,000.00 to Agency for water quality related improvements in accordance with the terms of the agreement.

#### **RECOMMENDATION**

Staff recommends the Board:

1. Approve the attached agreement between Clackamas County Service District No.1 and Clackamas County Development Agency regarding the Lawnfield Conveyance Ditch Improvements; and
2. Authorize the respective directors of Clackamas County Development Agency and Clackamas County Service District No. 1 to execute the agreement without further Board action.

Respectfully submitted,



J. Michael Read  
Interim Director



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND  
CLACKAMAS COUNTY DEVELOPMENT AGENCY  
FOR  
LAWNFIELD GARDENS DRAINAGEWAY IMPROVEMENTS**

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NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

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  - A. AGENCY agrees to oversee the administration of the Lawnfield Improvements, including the PROJECT, and manage the reconstruction of the drainageway improvements to the stormwater conveyance system, described in more detail in Exhibit A, attached hereto and incorporated by reference.
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- 6. Indemnification.** AGENCY agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of AGENCY or AGENCY's officers, owners, employees, agents, or its subcontractors or anyone over which AGENCY has a right to control.

The DISTRICT agrees to indemnify, save harmless and defend the AGENCY, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the DISTRICT or the DISTRICT'S officers, owners, employees, agents, or its subcontractors or anyone over which the DISTRICT has a right to control.

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**Clackamas County  
Development Agency**

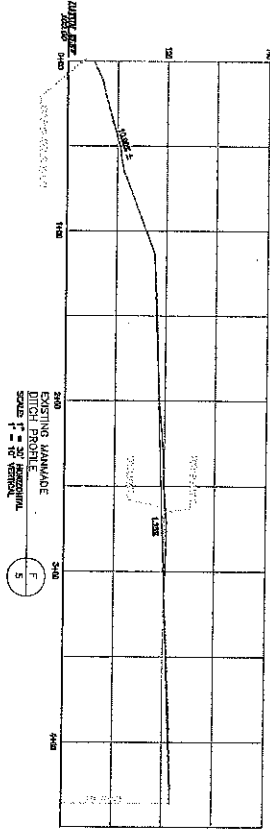
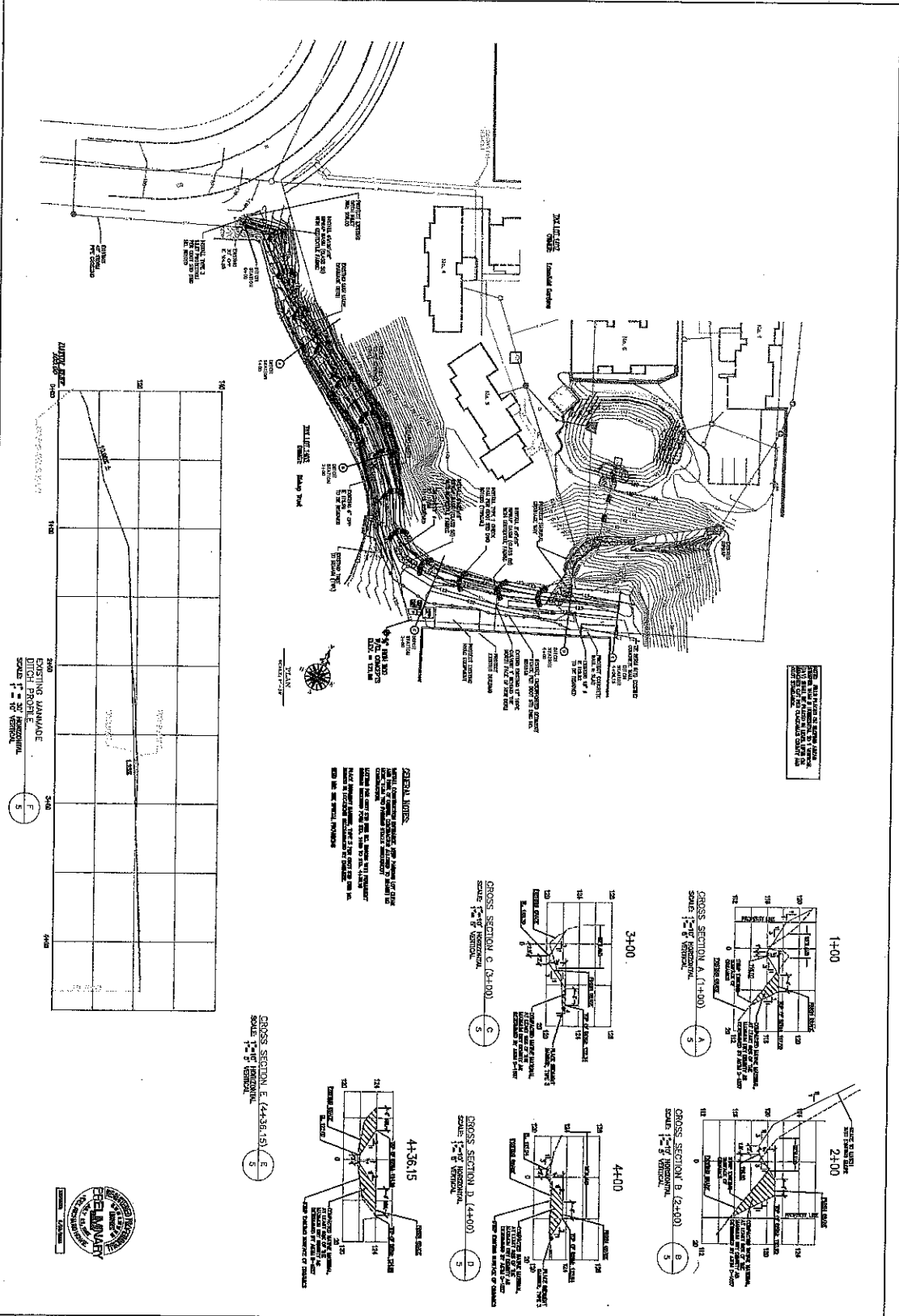
**Clackamas County Service District No. 1**

\_\_\_\_\_  
Barbara Cartmill, Director

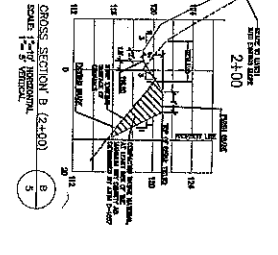
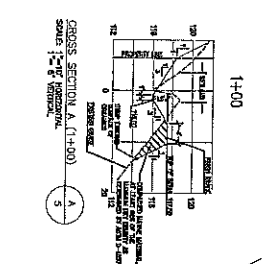
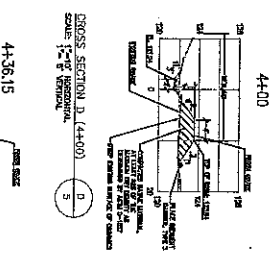
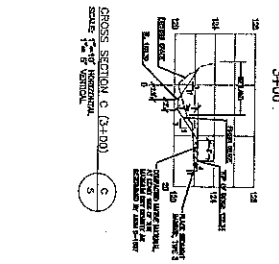
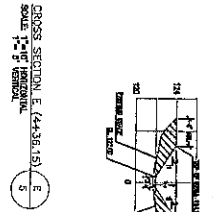
\_\_\_\_\_  
J. Michael Read, Interim Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**GENERAL NOTES:**  
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OREGON DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
 4. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.



NO.	DATE	REVISIONS

DESIGNED BY: JH  
 DRAFTED BY: MB/OE  
 CHECKED BY: STAFF

**CLACKAMAS COUNTY**  
 DEPT. OF TRANSPORTATION AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045

M. BARBARA CARTMILL, ACTING DIRECTOR

**DOWNSTREAM STORM PLAN**  
**LAWNFIELD GARDENS**  
 TAX LOT 300,400,1407 T2S,R2E SEC 4D  
 9900 SE LAWNFIELD ROAD

DATE: 02/10/2014 PROJECT NO.: EN-0009-00530