

# AGENDA

**\*REVISED**

Added Consent Item E.1.

**Thursday, March 20, 2014 - 6:00 PM**

## **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2014-20

### **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Public Hearing for FY 2014 Housing Authority of Clackamas County Annual Plan  
(Chuck Robbins, HACC Director)

### **III. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of FY 2014

**IV. 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.)*

**V. DISCUSSION ITEMS** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

***~NO DISCUSSION ITEMS SCHEDULED***

**VI. 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**

1. Approval of an Intergovernmental Agreement with the City of Portland for Homeless Management Information System Services – *Community Development*
2. Approval of a Construction Contract with Westech Construction and Community Development for the SE Bell Ave. Improvements Project – *Community Development*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 4 to Intergovernmental Agreement No. 26210 with Oregon Department of Transportation for Emergency Relief Program Project Funding
2. Approval of Amendment No. 1 to an Intergovernmental Agreement with Oak Lodge Sanitary District for the Boderman Creek Fish Habitat Restoration Project

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Business & Community Services**

1. Approval of an Intergovernmental Agreement between Clackamas County and Metro to Authorize Access to Metro's River Island Natural Area through Barton Park

**\*E. County Counsel**

1. Approval of a Lease by and between T5 Equities, LLC and Clackamas County for the District Attorney's Office

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

1. Approval of Contract No. 932554 with Metro for the Spring Park Natural Area Enhancement Project

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove 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)

COPY

Cindy Becker  
 Director

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March 20, 2014

Housing Authority Board of Commissioners  
 Clackamas County

Members of the Board:

Public Hearing on the Fiscal Year 2014 Annual Plan

<b>Purpose/Outcomes</b>	Public Hearing on the Housing Authority of Clackamas County's (HACC) Fiscal Year 2014 Annual Plan.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	N/A
<b>Previous Board Action</b>	FY 2013 Annual Plan Public Hearing and Approval at the March 21 <sup>st</sup> , 2013 HACC Board of County Commissioners Meeting
<b>Contact Person</b>	Chuck Robbins- Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the Board hold a public hearing on March 20th, 2014, to receive and consider public comments on HACC's Fiscal Year 2014 Annual Plan.

The Annual Plan will be effective July 1st, 2014. The purpose of the Annual Plan is to provide an annual update to HUD (U.S. Department of Housing and Urban Development) regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Board of County Commissioners and by providing notification of the amendment of modification to HUD. The amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

Per the requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, this Annual Plan was developed in consultation with the Resident Advisory Board (RAB). The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 14th, 2014 to review the Annual Plan. On January 3rd, 2014, HACC published a public notice opening the Annual Plan for public review and comments from January 23rd, 2014 through March 10th, 2014. The Annual Plan was made available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

There are several final steps required prior to finalizing the Annual Plan. A public hearing in front of the Board and the final Board approval of the Annual Plan are the final two steps in the process. The public hearing gives one more opportunity for public comments to be received and considered by the Board for HACC to make any final revisions to the Annual Plan. A public notice was published on January 3rd, 2014 for the public hearing.

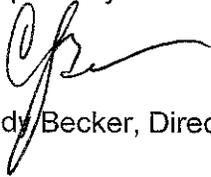
The Board will adopt the final version of the Annual Plan on Thursday, April 3<sup>rd</sup>, 2014. The final version, including all attachments and certifications, will be submitted to HUD. This final step is required to be completed at least 75 days before the beginning of our fiscal year (7/1/2014).

**RECOMMENDATION:**

Staff recommends that the HACC Board of County Commissioners hold a public hearing on March 20<sup>th</sup>, 2014, receive and consider public comments, and direct HACC staff in finalizing the Annual Plan (July 1, 2014- June 30, 2015).

Staff also requests approval to hold a Special Meeting of the HACC Board of County Commissioners on April 3<sup>rd</sup>, 2014 for the purpose of adopting the Plan as part of the Consent Agenda.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Becker', with a long horizontal flourish extending to the right.

Cindy Becker, Director

**PHA 5-Year and Annual Plan**

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**OMB No. 2577-0226  
Expires 4/30/2011**

<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2014</u>				
<b>2.0</b>	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>545</u> Number of HCV units: <u>1630</u>				
<b>3.0</b>	<b>Submission Type</b> <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:  N/A				
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.  N/A				

**PHA Plan Update**

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

**Housing Authority of Clackamas County ( HACC) Agency-Wide Updates**

- 1) A new Advisory Board known as the "Clackamas Housing Advisory Board" will be formed in 2014 to advise the Housing Authority Board of Commissioners. The Board will advise on policy matters, housing issues, and programs and services for the low and moderate income residents of Clackamas County.
- 2) HACC may submit a Move to Work (MTW) application in FY 2014.
- 3) HACC has made a preliminary award of Project Based Vouchers to a project awarded under the Request for Proposals (RFP) for Supportive Housing issued in March 2013. HACC will implement a Housing Assistance Payment (HAP) contract with the project after final HUD approval is received. 20 Project Based Vouchers will be provided to units at Chez Ami (owned by Central City Concern).
- 4) HACC is a partner in the regional "Housing Works" Department of Labor grant which provides employment and training opportunities for residents of the Public Housing and Housing Choice Voucher programs. Program implementation will continue through October, 2015.
- 5) HACC will continue to implement its fair housing activities in FY 2014. These will include continuation of the landlord newsletter and training program, small area rents, turn back analysis, Limited English Proficiency access to documents, and updating the list of Clackamas County Accessible units.
- 6) HACC will issue a Request for Proposals (RFP) for housing development in FY 2014. Public Housing disposition funds and Project Based Vouchers will be included as HACC resources to award under this RFP.
- 7) HACC anticipates converting Shelter plus Care (S+C) Vouchers to sponsor-based in FY 2014. This will tie the vouchers to specific housing providers and properties.

**Housing Choice Voucher Updates**

- 1) HACC received renewed funding for 1.5 FTE FSS staffing.

Administrative Plan Policy Changes:

See **Attachment A** for a summary of Administrative Plan changes.

**Public Housing/Asset Management Updates**

1. In FY 2014, HACC will be opening up to six of its eighteen waiting lists, following a purge of the lists to determine applicants who are still interested in remaining on the waiting list.
2. HACC has appointed a new Resident Advisory Board.
3. HACC has updated its Admissions and Continued Occupancy Policy (ACOP). The update includes HUD mandated regulatory changes, clarifications, and the addition of a \$50.00 minimum rent. See **Attachment B** for the HACC policy on the \$50.00 minimum rent.

**Development Updates**

HACC will complete the renovation of the Easton Ridge Apartments in June 2014. The project will convert to permanent financing in October 2014. The complex will operate as a Low Income Housing Tax Credit (LIHTC) property for the next 15 years.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

- Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR
- Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR
- Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR
- Housing Authority Website: <http://www.clackamas.us/hacc>
- Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR

7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p> <ol style="list-style-type: none"> <li>HACC has made a preliminary award of Project Based Vouchers to a project awarded under the Request for Proposals (RFP) for Supportive Housing issued in March 2013. HACC will implement a Housing Assistance Payment (HAP) contract with the project after final HUD approval is received. 20 Project Based Vouchers will be provided to units at Chez Ami (owned by Central City Concern).</li> <li>HACC anticipates continuing its efforts to identify <b>Mixed Finance Modernization or Development</b> opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units.</li> <li>HACC anticipates submitting an Inventory Removal Application to HUD's Special Applications Center (SAC) in FY 2014 for approval to sell up to 145 scattered site public housing units in addition to the 21 that HACC already has SAC approval to sell.</li> <li>HACC does not anticipate a Homeownership program in FY 2014. Referrals to community organizations that provide home ownership assistance will be made by HACC resident services staff.</li> <li>HACC anticipates using Project Based Section 8 vouchers in FY 2014.</li> <li>HACC will issue a Request for Proposals (RFP) for housing development in FY 2014. Public Housing disposition funds and Project Based Vouchers will be included as HACC resources to award under this RFP.</li> </ol>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable. N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing. N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>
8.3	<p><b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. N/A</p>
9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. See Attachment C: Housing Needs Table and Statement of Housing Needs</p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b> N/A</p>

10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> <li>• HACC continues to participate in the Clackamas County Homeless Council. In this capacity, HACC continues to apply for and receive Continuum of Care funds for the Shelter plus Care (S+C) program and the Jannsen Transitional Housing Program.</li> <li>• HACC has achieved a High Performer rating on its Section Eight Management Assessment Program (SEMAP).</li> <li>• HACC continues to be a High Performer in Public Housing.</li> <li>• HACC continues to use its Easton Ridge property to further provide affordable housing. Easton Ridge currently accepts Section 8 Vouchers, Shelter + Care and VASH participants.</li> <li>• HACC continues to apply for and receive grant funding for 1.5 FTE housing choice voucher family self-sufficiency coordinators.</li> <li>• HACC utilized 100% of its HCV Housing Assistance grant.</li> <li>• HACC has consistently maintained high occupancy rates at 95% or greater in an efforts to serve those on the waitlist as quickly as possible.</li> </ul> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Discretionary changes (changes which are not mandated by regulation) in the plans or policies of the HACC which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of \$250,000 in any single year.</p>
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11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ul>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers**

- (a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)  
**Note:** This statement must be submitted to the extent that **approved and/or pending** demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

**8.2 Capital Fund Program Five-Year Action Plan**

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

- 9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- 9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- 10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:
- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
  - (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

ATTACHMENT A: Summary of Housing Choice Voucher Administrative Plan Policy Changes: 2014

	New Policy Summary	Old Policy Language	New Policy Language	Chapter	Page
1	<i>Family Absence from the Unit:</i> Failure to notify HACC of family absences greater than 21 days can result in termination from the Voucher program.	Did not reference program termination.	For anticipated absences of more than 21 consecutive days, the family must notify the HACC, in writing, within the first week of the absence. <b>Failure to do so can result in termination from the program.</b>	3	3-8
2	<i>Absent Due to Incarceration:</i> Failure to notify HACC of a family member's incarceration that is longer than 30 days can result in termination from the Voucher program.	Did not reference program termination.	If any adult family member is incarcerated for a period of more than 30 consecutive calendar days, that person will no longer be considered a family member. <b>The family is obligated to report this information to HACC and failure to do so can result in a termination from the program.</b> The family must submit a document from the court or institution indicating the length of incarceration.	3	3-9
3	<i>Live-in Aide:</i> A current member of a household's family cannot become a live-in aide.	Did not reference current family members.	A live-in aide must be required for 24-hour care and will be required to submit a certification stating that as a live-in aide they are (1) not obligated for the support of the person(s) needing the care, (2) would not be living in the unit except to provide the necessary supportive services, and (3) does not hold other full-time employment. <b>A member of a household family cannot change and become a Live-In-Aide due to this definition.</b> The live-in aide must provide a valid photo ID, SSN and must sign all applicable authorization forms for release of information.	3	3-10
4	<i>Preference Vouchers:</i> Reduction in the maximum	- Shelter Plus Care : 20	- Shelter Plus Care : 7 vouchers - Bridges to Housing: 10 vouchers	4	4-9 -

	<p>amount of preference vouchers that will be issued to:</p> <ul style="list-style-type: none"> <li>- Shelter Plus Care Participants</li> <li>- Bridges to Housing Participants</li> <li>- Transitional Housing referrals</li> <li>- Victims of Domestic Violence</li> </ul>	<p>vouchers</p> <ul style="list-style-type: none"> <li>- Bridges to Housing: 35 Vouchers</li> <li>- Transitional Housing: 20 vouchers</li> <li>- Victims of Domestic Violence: 24 vouchers</li> </ul>	<ul style="list-style-type: none"> <li>- Transitional Housing: 15 vouchers</li> <li>- Victims of Domestic Violence: 20 vouchers</li> </ul>		4-12
5	<p><i>Preference Vouchers:</i> Removal of preference voucher categories for:</p> <ul style="list-style-type: none"> <li>- Medical absences greater than 180 days</li> <li>- SHP Permanent Supportive Housing Project</li> <li>- 10% of all vouchers targeted at victims of domestic violence</li> <li>- WICCO Adult Ex-Offenders grant</li> </ul>	n/a	n/a	4	4-9 - 4-12
6	<p><i>New Family and Household Members Requiring Approval:</i> HACC is limiting which adults can be added to the household after initial eligibility. Only spouses of the Head of Household and Live in Aides for elderly or disabled family members will be allowed.</p>	n/a	<p>HACC will only allow the addition of adults after initial eligibility if:</p> <ul style="list-style-type: none"> <li>• If it is in a spousal-type relationship with head of household only</li> <li>• If to provide live-in care for an elderly or disabled family member</li> </ul> <p>Otherwise, HACC will not approve the addition of adults if not part of the household at initial</p>	11	11-7

			eligibility, if not included in portability documents or if not permitted as specifically identified above. This means HACC will not add parents, siblings, cousins, aunts, uncles, adult children, and any others.		
7	<i>Terminations due to Insufficient Funding:</i> Added criteria for terminating households who have ported outside the jurisdiction as the second in line for termination due to insufficient funding.	n/a	Households porting outside the jurisdiction will be the second households terminated and they will be terminated on a "first-on, first-off" basis (i.e. starting with families that have been on the program the longest) up to the number of terminations determined by the PHA to alleviate the insufficient funding issue. The PHA will notify the receiving PHA and the household of the ability to be absorbed to avoid termination.	12	12-8
8	<i>Scheduling an informal hearing:</i> Added a policy regarding families who do not show up for a hearing. All fees and expenses related to the hearing will be charged back to the family.	n/a	If a family is a "no show" to a hearing it requested and HACC will charge the family for all fees and expenses incurred in conjunction with the hearing (including, without limitation, fees and expenses associated with the review of your hearing request, hearing preparation, attending the hearing and all matters related thereto). Those fees and expenses (i.e., your debt to HACC) will then be listed in the Enterprise Income Verification (EIV) national database of debts owed to a Public Housing Authority. In order to remove a family's name from the EIV, the family must pay the full balance of any such debt in addition to any other debt that may have existed.	16	16-12
9	<i>Advertising for Project Based Vouchers:</i>	-Required HACC to	- HACC will advertise its request for proposals (RFP) for existing housing in the Oregonian. In	17	17-5 -

	Edited language for advertising and notification protocols related to Project Based Voucher RFP's.	<p>advertise in the Daily Journal of Commerce</p> <ul style="list-style-type: none"> <li>-Required HACC to advertise for three consecutive weeks</li> <li>-Required HACC to notify selected owners within 10 days of making a selection</li> <li>- Required HACC to publish a notice of selection for PBV units in newspapers and trade journals.</li> </ul>	<p>addition, HACC will post the notice inviting such proposal submission and the rating and ranking procedures on its web site.</p> <ul style="list-style-type: none"> <li>- HACC may periodically advertise that it is accepting proposals, in the Oregonian and on its website.</li> <li>- Within 30 business days of HACC making the selection, HACC will notify the selected owner in writing of the owner's selection for the PBV program.</li> <li>- In addition, HACC will publish its notice for selection of PBV proposals on its website. The announcement will include the name of the owner that was selected for the PBV program.</li> </ul>		17-8
10	<i>Execution of the HAP contract:</i> Changed language to the timeframe of execution for the HAP contract.	-Required HACC to execute the HAP contract within 10 business days of passing the HQS.	For existing housing, the HAP contract will be executed the first day of the month following HACC determining that all units pass HQS.	17	17-21
11	<i>Vacancy Payments to Owner of</i>	-Indicated that	HACC will not provide vacancy payments to the	17	17-

	<i>PBV units:</i> Changed language regarding vacancy payments to owners of PBV units. HACC will not make vacancy payments to these units.	HACC would decide on a case by case basis to pay for vacancy loss of owner.	owner.		24 and 17- 40
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**Housing Authority of Clackamas County  
Public Housing  
Admissions and Continued Occupancy Plan Updates**

**(Updated and Revised Policy Effective 7/1/2014 Noted in Italics)**

**PART III: CALCULATING RENT**

**6-III.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS**

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by HACC.

**TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by HACC

HACC has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

***Welfare Rent [24 CFR 5.628]***

HACC Policy

Welfare rent does not apply in this locality.

***Minimum Rent [24 CFR 5.630]***

HACC Policy

*The minimum rent for this locality is \$50.00.*

**6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]**

HACC Policy

*The financial hardship rules apply in this jurisdiction because HACC has established a minimum rent of \$50.00.*

**Overview**

*If the HACC establishes a minimum rent greater than zero, HACC must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.*

*The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.*

**HUD-Defined Financial Hardship**

*Financial hardship includes the following situations:*

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.*

PHA Policy

*A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.*

*For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.*

- (2) The family would be evicted because it is unable to pay the minimum rent.*

PHA Policy

*For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities.*

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.*
- (4) A death has occurred in the family.*

PHA Policy

*In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).*

- (5) The family has experienced other circumstances determined by the PHA.*

PHA Policy

## Attachment B

*The PHA has not established any additional hardship criteria.*

### **Implementation of Hardship Exemption**

#### **Determination of Hardship**

*When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.*

*The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.*

#### PHA Policy

*The PHA defines temporary hardship as a hardship expected to last 90 days or less.*

*Long term hardship is defined as a hardship expected to last more than 90 days.*

*The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.*

*When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.*

<b>Example: Impact of Minimum Rent Exemption</b>	
<i>Assume the PHA has established a minimum rent of \$50.</i>	
<b>TTP – No Hardship</b>	<b>TTP – With Hardship</b>
<i>\$0 30% of monthly adjusted income</i>	<i>\$0 30% of monthly adjusted income</i>
<i>\$15 10% of monthly gross income</i>	<i>\$15 10% of monthly gross income</i>
<i>N/A Welfare rent</i>	<i>N/A Welfare rent</i>
<i>\$50 Minimum rent</i>	<i>\$50 Minimum rent</i>
<i>Minimum rent applies.</i>	<i>Hardship exemption granted.</i>
<i>TTP = \$50</i>	<i>TTP = \$15</i>

#### PHA Policy

*To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.*

*The PHA will make the determination of hardship within 30 calendar days.*

#### **No Financial Hardship**

*If the HACC determines there is no financial hardship, HACC will reinstate the minimum rent and require the family to repay the amounts suspended.*

## Attachment B

*For procedures pertaining to grievance hearing requests based upon the HACC's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.*

### HACC Policy

*HACC will require the family to repay the suspended amount within 30 calendar days of the HACC's notice that a hardship exemption has not been granted.*

### **Temporary Hardship**

*If HACC determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.*

*The family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.*

*For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.*

### HACC Policy

*HACC will enter into a repayment agreement in accordance with the PHA's repayment agreement policy (see Chapter 16).*

### **Long-Term Hardship**

*If HACC determines that the financial hardship is long-term, HACC must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.*

### HACC Policy

*The hardship period ends when any of the following circumstances apply:*

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.*
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.*
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.*

## Attachment C Housing Needs Tables

**Housing Needs.** Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

<b>Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing</b>		
	# of Families	% of Total Families
Waiting List Total	2775	
Extremely Low Income <= 30% of AMI	2396	86%
Income >30% but <=50% of AMI	351	13%
Income >50% but <80% of AMI	28	1%
Elderly	450	16%
Individuals with Disabilities	1043	38%
White (non-Hispanic)	2310	83%
Black (non-Hispanic)	279	10%
Hispanic (all races)	181	7%
Native American (non-Hispanic)	72	3%
Asian/Pacific Islanders (non-Hispanic)	102	4%
<b>Characteristics by Bedroom Size ( Public Housing Only)</b>		
0 BR	0	
1 BR	392	
2 BR	412	
3 BR	276	
4 BR	50	

**Housing Needs of Families Below 80% Area Median Income  
Clackamas County**

*Reflects 2010 American Community Survey Census data unless otherwise noted.*

Family Type*	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Location
Income <= 30% of AMI	10,373	5	5	4	2	3	4
Income >30% but <=50% of AMI	6,704	4	4	3	2	3	3
Income >50% but <80% of AMI	12,239	3	3	2	2	2	2
Elderly**	14,621	4	2	2	3	2	2
Families with Disabilities- Total Population***	14,258	4	4	3	4	3	3
White (non-Hispanic)	24,408	4	4	3	2	3	3
Black (non-Hispanic)	350	4	4	3	2	3	4
Hispanic (all races)	2579	4	4	3	2	3	4
Native American (non-Hispanic)	328	4	4	3	2	3	4
Asian/Pacific Islanders (non-Hispanic)	737	4	4	3	2	3	4

\* The Clackamas County average family size of 3 was used to for baseline AMI data.

\*\* Elderly is defined as 65 years and over.

\*\*\* Disability Status Reflects American Community Survey 2009 Data

ATTACHMENT D

# HACC Annual Plan 2014

## 1.15.14 RAB MEETING

### Meeting Notes

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**10:00-10:15** Welcome and Introductions

Chuck Robbins

- Community Development Notice

Mark Sirois

- The Housing Authority and Community Development are now under one division known as "Housing and Community Development". The two agencies are exploring ways to streamline and combine their planning efforts to be more efficient and garner more community input.

Q: Why are the planning efforts being combined?

A: (Chuck Robbins) It makes sense for us to gather information once rather than have multiple efforts and meetings trying to get the same information. We also get better planning and projects when we increase the amount of input and citizens involved in the process.

- Information regarding Community Development planning and opportunities for resident engagement will be sent out to the RAB.

**10:15-11:15** Plan Updates

- Agency-Wide Updates

Mary-Rain O'Meara

Q: Regarding award of project based vouchers to Chez Ami, why is the focus not on creation of new PBV units?

A: (Chuck Robbins) We want to support new development as an agency but there is also a need to provide assistance with affordable housing preservation. These vouchers will allow the Chez Ami property to continue to provide affordable supportive housing opportunities. Without the infusion of PBV, the property would be at risk of closing and we would lose that valuable resource in the county.

- Housing Choice Voucher  
Updates

Toni Karter

- Q: #1 and #2 (absence from unit) HCV updates. If someone notifies you of an absence can they still keep their voucher? What if they are incarcerated?

A: (Toni Karter) The rule of thumb is a person can be absent 60 days if they "notify us first". No notification is grounds for termination. If a person is incarcerated, that is not

immediate grounds for termination. It all depends on the preponderance of the evidence, level of crime and length of incarceration.

-Q: #3 (Live In Aide) HCV Updates. If someone is not on the lease to begin with how would they add them?

A: (Toni Karter) They must submit a reasonable accommodation request showing a verified disability and need for a live-in-aide and the live-in-aide must pass a criminal background screening

-Q: #4 (Preference Vouchers) HCV Updates. How does someone qualify for a preference voucher?

A: (Toni Karter) You would have to be in one of the 16 preference voucher categories and be referred by a service provider.

-Q: #4 (Preference Vouchers) HCV Updates. Are victims of domestic violence prioritized as a preference group?

A: (Toni Karter) Yes, but we have to go by the order of the application received so they are not an automatic first served, but are ahead of regular wait list clients.

-Q: #6 (Adding eligible household members). How do you define spouses?

A: (Toni Karter) Significant others.

-Q: #6 (Adding eligible household members). If I want to add my boyfriend to the lease will he get a permanent place in housing?

A: (Toni Karter): Yes, once they are added to the lease they keep a permanent place on that voucher.

-Q: #6 (Adding eligible household members). Can you add your adult child to the lease?

A: (Toni Karter). Only if they were originally on the lease and have moved out for less than 6 months and want to rejoin the household.

-Q: #7 (Funding restrictions- first households to lose assistance). What does second in line mean? Who are the first in line?

A: (Toni Karter) The first in line would be people out looking with their voucher who have not found housing yet. Second in line are single nondisabled and not elderly families with no children then those households who have ported to another county.

-Q: #7 (Funding restrictions- first household to lose assistance). Is the voucher program at risk to lose funding each month?

A: (Toni Karter) No, we get our funding by the year, and this year it is looking more stable.

-Q: #7 (Funding restrictions- first household to lose assistance). What about families who are almost at the income limit?

A: (Toni Karter): Yes, those would also be households in line to lose funding if necessary.

-Q: #8 (Clients will be responsible for paying hearing fees when absent). What is your authority to do this?

A: (Toni Karter): We are getting that authority by setting this policy and by pre-notifying the clients in the Hearing Notification letter.

- Public Housing Updates Dan Potter

-Q: (Regarding Wait List openings) How long do you expect the new waiting lists to be once they are opened?

A: (Dan Potter) We expect to take enough names to last each list five years.

-Q: (\$50 minimum rents) What if your income is really low and you cannot afford the \$50 a month?

A: (Dan Potter) There will be a hardship exemption that residents can apply for.

-Q: (Public Housing guest policy) How many nights can a guest stay the night?

A: (Allison Coe) 21 days in 12 months for all guests.

-Q: (Landlord /Tenant law guest exemption) Does this exemption apply in HUD housing?

A: (Dan Potter) No, because we need to capture any extra income that the household earns that will impact the rent paid.

- Development Mary Bradshaw

- Q: (Scattered Site Sales) If this units were sold would they convert to vouchers or would the funds be used to build new units?

A: (Mary Bradshaw) We don't have an answer to that right now. We would have to go through a planning process to determine the best use of the funds.

-Q: (Homeownership program) Does HACC have a homeownership program?

A: (Mary-Rain O'Meara) HACC does not currently have a homeownership program but residents services staff can connect residents with community organizations that provide assistance with this.

- Housing Needs and Additional Info Mary-Rain O'Meara

**11:15-11:45** Capital Fund Overview Dan Potter and  
Josh Teigen

-Q: (Loss of Resident Services fund) How will these services be paid for now?

A: (Dan Potter) We are looking into using reserves as applying for other grant funds to support this program.

- Q: (Asbestos in Hillside units) Has the asbestos in these units been taken care of?

A: (Josh Teigen) If the asbestos is exposed we take care of it and do a complete abatement. There may be asbestos in the units that is not harmful as long as it is not exposed or damaged.

**11:45-12:00** Annual Plan Timeline/ Questions and Answers All

ATTACHMENT E

Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, Chuck Robbins the Director of Housing and Community Development certify that the Five Year and  
Annual PHA Plan of the Housing Authority of Clackamas County is consistent with the Consolidated Plan of  
Clackamas County prepared pursuant to 24 CFR Part 91.

 3/4/14

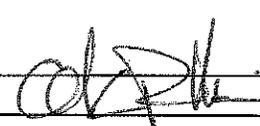
Signed / Dated by Appropriate State or Local Official

ATTACHMENT E

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> Housing and Urban Development	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: N/A	
<b>8. Federal Action Number, if known:</b> N/A	<b>9. Award Amount, if known:</b> \$ N/A	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Chuck Robbins</u> Title: <u>Executive Director</u> Telephone No.: <u>503-650-5666</u> Date: <u>3/4/14</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ATTACHMENT E

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding

Public Housing, Section 8 Housing Choice Voucher and VASH Programs

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here [ ] if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form with fields for Name of Authorized Official (Chuck Robbins), Title (Executive Director), Signature, and Date (3/4/14).

## Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding

Public Housing, Section 8 Housing Choice Voucher and VASH Programs

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

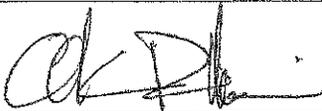
Name of Authorized Official

Chuck Robbins

Title

Executive Director

Signature



Date (mm/dd/yyyy)

3/4/14

March 20, 2014

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the  
Third Quarter of Fiscal Year 2014

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2014.
<b>Dollar Amount and Fiscal Impact</b>	\$2,320.41 in total collection losses.
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	(January 1, 2014 – March 31, 2014)
<b>Previous Board Action</b>	First and second quarter collection losses were approved by the Housing Authority Board of Commissioners.
<b>Contact Person</b>	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2014 (January 1, 2014 – March 31, 2014). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2014 will be \$1,586.12 for Low Rent Public Housing and \$734.29 for Local Project Fund. Of the total third quarter write offs, \$162.80 was for uncollected rents and \$2,157.61 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

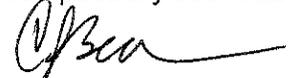
As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2014 will be \$2,320.41. Total collection losses for fiscal year 2013 were \$63,917.29.

**RECOMMENDATION:**

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,



Cindy Becker, Director



LPF

Collection Loss for the period of

1/1/2014

to

3/31/2014

Third Quarter of Fiscal Year 2014

Unit #	SS #	Name	Rent	Sundry	Total
303010-5	xxx-xx-2189	George Livingston	-	734.29	\$ - \$ 734.29 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
<b>Total Write-off</b>			-	734.29	734.29

Betty McKee  
Accounting Specialist 1 - Betty McKee

Richard A Cronk  
Finance Manager - Rich Cronk

Chuck Robbins  
Executive Director - Chuck Robbins

March 20, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Portland for  
Homeless Management Information System Services

<b>Purpose/Outcomes</b>	Continued use of HMIS data system, which is required for Housing and Urban Development (HUD) funded homeless assistance programs
<b>Dollar Amount and Fiscal Impact</b>	\$7,230.79. No additional staff will be required.
<b>Funding Source</b>	Housing and Urban Development (HUD) Continuum of Care (CoC) funds. No County General Fund dollars are involved. The match is HUD Emergency Solutions Grant (ESG) funds.
<b>Safety Impact</b>	None
<b>Duration</b>	September 1, 2013 through August 31, 2014
<b>Previous Board Action</b>	The previous contract approved by the board is Board Order #051012-AI
<b>Contact Person</b>	Margie James, x 503-650-5663
<b>Contract No.</b>	6576

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing & Human Services Department requests approval of an Intergovernmental Agreement (IGA) for Homeless Management Information System services.

HMIS is a software program that is designed to capture client-level information on the characteristics and service needs of men, women, and children experiencing homelessness and/or poverty. HMIS participation is a requirement of the U.S. Housing and Urban Development (HUD) for receipt of homeless service funds. The City of Portland has purchased and implemented an HMIS product (ServicePoint) from Bowman System.

This agreement provides the basis for a continuing cooperative working relationship between Clackamas County Housing and Community Development Division (HCDD) and the City of Portland, Portland Housing Bureau, for the purpose of sharing a Homeless Management Information System (HMIS).

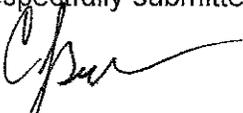
This agreement was just received from the City of Portland due to a variety of unforeseen delays with include the contract renewal process with the vendor (Bowman Systems) of ServicePoint. Now that the contract is in place, Multnomah County can proceed with this IGA.

*Healthy Families. Strong Communities.*

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Becker', written over the printed name.

Cindy Becker, Director

**Intergovernmental Agreement**  
**30003790**

This Intergovernmental Agreement [IGA] is entered into by and between the City of Portland, Portland Housing Bureau (hereinafter referred to as PHB) and Clackamas County (hereinafter referred to as CC)

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

---

**Recitals**

- A. PHB, under federal mandate from the Department of Housing and Urban Development (HUD) has implemented a Homeless Management Information System (HMIS) for the Portland/Multnomah County Continuum of Care.
- B. After participating in a statewide RFP process, PHB selected ServicePoint software from vendor Bowman Systems, LLC of Shreveport, LA.
- C. PHB entered into a contract with Bowman Systems, LLC on September 2, 2004, to provide ServicePoint software and services to promote its goal of implementing a HMIS.
- D. CC would like to utilize the agreement between PHB and Bowman Systems, LLC to purchase additional ServicePoint licenses for CC's implementation of an integrated client database.
- E. PHB enters into this agreement to bring CC into its implementation of ServicePoint.
- F. PHB is the owner and operator of the HMIS and serves as the Primary System Administrator and custodian of data in the HMIS.
- G. CC is responsible to provide administration and user licenses for those users covered by Clackamas County.
- H. PHB and CC will share the costs of the software license and support.

**Agreement to use ServicePoint for HMIS implementations in Clackamas County**

- 1. Purchase of ServicePoint User Licenses  
Per User License Cost:           \$200            
Yearly Support, per user:           \$100

Purchase of Advanced Reporting Tool User Licenses

Yearly per License/Support Cost for Viewer User: \$100.00

Yearly per License/Support Cost for AdHoc User: \$200.00

- A. CC shall pay Bowman Systems, LLC directly for license fees.
  - B. Upon receipt of payment, Bowman Systems, LLC shall enable no more than one "System Administrator 1" for CC County, or someone so designated by written agreement, to rights to provide administration and assign user licenses to agencies in CC County.
  - C. Assignment and management of user licenses shall be the joint responsibility of the PHB and CC system administrators, or someone so designated in writing.
  - D. Exhibit A shows 2013-2014 costs and ongoing costs for licenses, subject to billing by Bowman Systems, LLC.
2. Project Management
- A. PHB and CC will have separate project managers who regularly communicate and coordinate implementation of ServicePoint throughout CC County.
  - B. Decisions directly or indirectly affecting the entire implementation of ServicePoint will be made jointly by the project managers.
    - 1. All meetings regarding decision-making will be documented.
    - 2. All decisions will be documented.
  - C. The Project Manager's joint project management duties will include:
    - 1. Communicate ServicePoint goals, policies and procedures to contracted agencies and other interested parties
    - 2. Coordinate communication and support for service agencies
    - 3. Manage relationships with participating agencies' Executive Directors and agency administrators
    - 4. Plan and implement long term support for agencies
    - 5. Develop and generate suite of reports to comply with the Continuum of Care and the State of Oregon reporting requirements for CSBG and other associated fund sources
    - 6. Develop and implement community data standards
    - 7. Coordinate operational policies
    - 8. Ensure system compliance with funder mandated requirements
    - 9. Align implementation with national best practices
  - D. Designated Project Managers: Each party has designated a staff person to be the project manager for this project. All reports, notices and other communications required or relating to this IGA shall be directed to the following project manager.

PHB

Project Manager: Wendy Smith  
Address: 421 SW 6<sup>th</sup> Ave  
Suite 500  
Portland, OR 97204  
Phone: 503-823-2386  
Fax: 503-823-2387  
Email: [wendy.smith@portlandoregon.gov](mailto:wendy.smith@portlandoregon.gov)

Clackamas County

Project Manager: Margaret James  
Address: CC Community Development Division  
2051 SE Kaen Road  
Oregon City, OR 97045  
Phone: 503-650-5663  
Email: [mjames@co.clackamas.or.us](mailto:mjames@co.clackamas.or.us)

3. User support and training

- Clackamas County shall be responsible for user support and training for its licensed users.

4. System Administration

A. PHB and CC will share system administration with direct access and given rights to all of their respective data contained within the local ServicePoint database.

B. Data Security/Privacy

1. All users, including System Administrators, will sign agreements verifying that the user will prohibit access by nonusers to client or user records.
2. System Administrators will respect the funding/contractual relationship and subsequent data/training needs of their respective agencies/grantees.
3. Both entities have access to aggregate data of those providers below them in the ServicePoint tree structure.
4. All System Administrators will undergo criminal background checks.
5. PHB and CC shall develop a schedule and procedure for regular audit reports of System Administrators to ensure data security and the protection of personally identifiable information.

C. Data Quality

1. PHB and CC will dedicate staff for the purpose of data quality for their respective funded agencies/grantees.
2. Staff will:
  - Analyze data within ServicePoint
  - Communicate data issues to Agency Administrators
  - Design and implement quality assurance mechanisms

- Design and run aggregate and audit reports
  - Ensure the overall data quality for compliance with funders
3. System-wide changes to assessments, pick lists, and provider configurations will be reviewed and pre-approved by the PHB System Administrator.

5. Policies and Procedures

- A. PHB and CC may have different policies and procedures for their respective HMIS implementation.
- B. CC policies and procedures will be no less restrictive than those of PHB.
- C. Enforcement of the policies and procedures will be the responsibility of the respective party.

6. IGA Documents:

The IGA consists of this agreement plus Exhibit A, Cost of Licenses and Annual Support. The attached exhibit is hereby incorporated for reference.

7. Amendments:

The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written agreement signed by all parties.

8. Termination:

- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual consent.
- B. Any party may terminate this IGA at any time, effective not less than 30 days following delivery of written notice to the other parties.
- C. Any party may terminate this IGA at any time, effective not less than 10 days following written notice to the other parties or at such other date as may be established by all parties under any of the following conditions:
  - 1. If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
  - 2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized under this IGA.
- D. Any party may terminate this IGA in the event of a breach by one of the other parties. Prior to such termination, however, the party seeking termination shall give the other parties written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate the IGA.

9. Captions:

The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.

10. Choice of Venue:

Oregon law shall govern this IGA and all rights, obligations, and disputes arising out of the IGA. Venue for all disputes and litigation shall be in CC County, Oregon.

11. Severability/Survival:

If any of the provisions in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitations of liability, indemnity, and conflicts of interest shall survive the termination of this IGA for cause.

12. Ownership of the Work Product:

All work products, including reports, research data in hard copy or electronic form that result from this IGA, are the exclusive property of the originating party. However, PHB and CC agree that the sharing of documents is in the interest of both parties.

13. Access to Records:

All parties and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcripts.

14. Compliance with Applicable Law:

All parties shall comply with federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Work under this IGA. Without limiting the generality of the foregoing, parties expressly agree to comply with: 1) Title VI of the Civil Rights Act of 1964, 2) Section V of the Rehabilitation Act of 1973; 3) the Americans with Disabilities Act of 1990; and 4) all regulations and administrative rules established pursuant to the foregoing laws; and 5) all other applicable requirements of federal and state civil rights and rehabilitations statutes, rules and regulations.

15. No Third Party Beneficiary:

PHB and Clackamas County are the only parties to this IGA, and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise, to third parties, unless third persons are expressly described as intended to be beneficiaries of its terms.

16. Indemnification:

Within the limits of the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300, and as allowed by Oregon law, each party agrees to indemnify and defend the other

parties and its officers, employees, agents and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising out of this IGA, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of its indemnitor, its employees, agents, subcontractors, or representatives.

17. Merger Clause:

This IGA and Exhibits constitute the entire agreement among the parties. No waiver, consent, modification, or change of terms of this IGA shall bind any party unless in writing and signed by the parties. Such waiver, consent, modification, or change, if any, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

18. Financial Commitment of Parties:

Clackamas County agrees to pay PHB and shall not exceed Nine Thousand Dollars and Zero cents (\$9,000.00) for FY 2013-2014 as described in Exhibit A.

19. Period of the Agreement:

This Agreement shall be active as of September 2, 2013 and remain in-force until revoked in writing by either party with 30 days advance written notice. The parties recognize and agree that some of the activities<sup>9/</sup> and obligations for reimbursement addressed in this IGA have or will commence or arise prior to the effective date of this IGA. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

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

Executed by the duly authorized representatives of the parties.

CITY OF PORTLAND

CLACKAMAS COUNTY

  
\_\_\_\_\_  
Traci Manning, Director

2/13/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Tracy Reeve, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
LaVonne Griffin-Valade,  
City Auditor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A - DETAIL OF 2013-2014 AND ONGOING COSTS**  
Clackamas COUNTY

Clackamas County																	
11/15/2013																	
Current Number of ServicePoint Licenses/Users	1057																
Clackamas County Licenses	38																
% of total licenses	3.60%																
		<b>Rate</b>	<b>Quantity</b>	<b>Amount</b>	<b>Payable to:</b>												
<b>HMIS Shared Hosting Dedicated Hosting</b>																	
ServicePoint License Annual Support	Annual Fee	\$75.00	38	\$2,850.00	Bowman Systems												
ART Ad Hoc License	Annual Fee	\$165.00	2	\$330.00	Bowman Systems												
ART Report Viewer License	Annual Fee	\$85.00	9	\$765.00	Bowman Systems												
ART Annual Bandwidth Fee	Annual Fee	\$11.00	11	\$121.00	Bowman Systems												
<b>Total Fees Billed on a per license basis Payable to Bowman Systems Under separate billing:</b>				<b>\$4,066.00</b>													
<b>Total Flat Fees for Bowman's ServicePoint Application and Operation</b>																	
		\$95,430.00	3.60%	\$3,430.79	City of Portland												
	Bowman Dedicated Server Service																
	AIRS Taxonomy License, Integration & Update Fee																
	SSL Certificate Annual Fee																
	ServicePoint Training Site Annual License & Maintenance Fee																
	Premium Disaster Recovery																
	ServicePoint Source Code Escrow Annual Fee																
	XML Import Tool Package Annual Maintenance Annual Fee																
	Virtual Private Network (VPN) Maintenance & Support Annual Fee																
	Public Key Infrastructure (PKI) Solution Maintenance																
CMIS/HMIS System Administration Annual Planning and Support (PHB)		\$100.00	38	\$3,800.00	City of Portland												
<b>Total Fees Payable to City of Portland:</b>				<b>\$7,230.79</b>													
<b>Grand Total</b>				<b>\$11,296.79</b>													
<p align="center"><b>Bowman Systems LLC</b> 333 Texas Street Ste 300 Shreveport LA 71101-5403 (318) 213-8780</p> <p align="center"><b>City of Portland</b> Portland Housing Bureau 421 SW 6th Ave Ste 500 Portland OR 97204-1614 (503)823-2375</p>																	
<table border="1"> <thead> <tr> <th colspan="3">Summary</th> </tr> </thead> <tbody> <tr> <td>Totals Due:</td> <td>Bowman Systems</td> <td>\$4,066.00</td> </tr> <tr> <td></td> <td>City of Portland</td> <td>\$7,230.79</td> </tr> <tr> <td></td> <td><b>Grand Total</b></td> <td><b>\$11,296.79</b></td> </tr> </tbody> </table>						Summary			Totals Due:	Bowman Systems	\$4,066.00		City of Portland	\$7,230.79		<b>Grand Total</b>	<b>\$11,296.79</b>
Summary																	
Totals Due:	Bowman Systems	\$4,066.00															
	City of Portland	\$7,230.79															
	<b>Grand Total</b>	<b>\$11,296.79</b>															

COPY

March 20, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Construction Contract with Westech Construction and Health, Housing & Human Services, Housing & Community Development Division for the S.E. Bell Avenue Improvements Project

<b>Purpose/Outcomes</b>	This construction contract with Westech Construction is for street improvements on S.E. Bell Avenue between S.E. King Road and S.E. Sandview Lane.	
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is \$331,675.75. This contract is for Fiscal Years 2013-14 and 2014-15.	
<b>Funding Source</b>	Community Development Block Grant Funds:	\$180,000.00
	North Clackamas Revitalization Area Funds:	\$151,675.75
	Total Project Funds:	\$331,675.75
	No County General Funds are involved.	
<b>Safety Impact</b>	Yes, project will improve pedestrian walkways and add a signal light.	
<b>Duration</b>	Effective March 30, 2014 through September 30, 2014 (180 days)	
<b>Previous Board Action</b>	Project was approved by BCC as part of the 2012 Action Plan on April 26, 2012.	
<b>Contact Person</b>	Chuck Robbins, Director – Housing & Community Development: 650-5666	
<b>Contract No.</b>	6588	

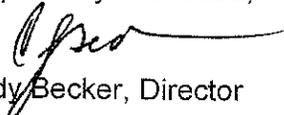
**BACKGROUND:**

The Housing and Community Development Division is requesting approval of this construction contract with Westech Construction for the S.E. Bell Avenue Improvements Project. The Clackamas County Development Agency requested CDBG funds from the Community Development Division for needed infrastructure improvements in the North Clackamas Revitalization Area. The project is to add new bike lane, curbs, porous sidewalks, retaining walls and a signal light. Community Development will provide project coordination representing Clackamas County. The Development Agency has hired Otak Engineers through the Request for Proposal Process for the engineering services of the project. This construction contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Cindy Becker, Director

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK  
BETWEEN OWNER AND CONTRACTOR**

**OWNER**

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

**CONTRACTOR**

Westech Construction  
2204 NE 194<sup>th</sup> Avenue  
Portland, OR 97230

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and Westech Construction (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2008, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1: WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work consists of: 100 square yards of paving, 430 lineal feet of new curb and sidewalk, ADA ramps, excavation, 740 SF of Soldier Pile retaining walls, traffic signal modification, and drainage improvements along Bell Avenue and King Road. This project is hereinafter referred to as the PROJECT.

**ARTICLE 2: ENGINEER**

The Project has been designed by Otak Engineers who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3: CONTRACT TIME**

**3.1.** Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by September/ October, 2014 with a contract completion date of**

**October , 2014.** The project is to commence within ten (10) calendar days after the date of Notice to Proceed by the COUNTY. If the Notice to Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **180 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order.

**3.2. Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**3.3** The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Architect. Additional work days may be granted to the Contractor.

#### **ARTICLE 4: CONTRACT PRICE**

**4.1.** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

**4.1.1** In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

**4.2** The Contract Price shall be **Three Hundred Thirty One Thousand Six Hundred Seventy Five Dollars and Seventy Five Cents (\$331,675.75)** which are described in the Contract Documents and are hereby accepted by the Owner.

**4.3** The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either

persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

**ARTICLE 5: PAYMENT PROCEDURES**

**5.1** CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

**5.2. Progress Payments.** OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

**5.2.1.** At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

**5.2.2** ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

**5.2.3.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.60 of the ODOT Specifications for Construction).

**5.2.4.** Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications

for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

**5.3. Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

**5.3.1** The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

**5.4. Payments, Contributions and Liens:**

**5.4.1.** Under the provisions of ORS 279C.505 the CONTRACTOR shall:

**5.4.1.1.** Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

**5.4.1.2.** Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

**5.4.1.3.** Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

**5.4.1.4.** Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

**5.4.2.** If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

**5.4.3.** Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final

payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

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

#### **ARTICLE 6: CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

**6.1.** CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

**6.2.** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**6.3.** CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

**6.4.** CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

#### **ARTICLE 7: INDEMNITY – INSURANCE – BONDS**

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will

be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners 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 this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

**7.2.2.** If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

**7.2.3.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

**7.2.4.** The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

**7.2.5.** The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

**7.2.6.** The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any

coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

**7.3 Bonds.** The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

**7.3.1.** The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

## **ARTICLE 8: CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1.** This Agreement (pages 1 to 11, inclusive).
- 8.2.** Exhibits to this Agreement (Exhibit GC-4, 1 page).
- 8.3.** Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4.** 2008 ODOT Specifications for Construction (cover, pages 1 to 121, inclusive).
- 8.5.** Supplementary Conditions, including:
  - Special Conditions (12 total pages).
  - HUD Labor Standards, HUD-4010 (5 total pages).
  - HUD Section 3 Requirements (7 total pages).

Federal Prevailing (Davis-Bacon) Wage Decision **OR140001, Modification No. 3**  
**Type: Highway, Dated 2/7/2014** (19 total pages).  
State of Oregon (BOLI) Wage Rates Decision: **January 1, 2014** (31 total pages).

**8.6.** Specifications provided by Otak Engineers, totaling 88 pages.

**8.7.** Drawing(s) bearing the title "**Clackamas County Development Agency/ SE Bell Avenue – King to Sandview Roadway Improvements**. Numbered as:

1, 1A, 1B, 1C, 1D, 2, 2A, 2A-2, 2B, 2-B2, 2-B3, 2-B4, 2C, 3, 3A, 3B, 3C, W01, W02, W03, ST01, ST02, (Otak Engineers)

TS-1, TS-2, TS-3, TS-4, TS-5, (DKS Associates, consultant)

EC00, EC10 (Otak Engineers)

Totaling 29 pages.

**8.8.** Addenda Number 1: Dated February 18, 2014

Includes: Clackamas County Com. Dev. Memo. List of Items, 3 pages

Fed. Davis-Bacon PWR see item above in 8.5 for details, 19 pages

Shannon & Wilson Letter and Drawings, 9 pages.

Totaling 31 pages.

**8.9.** CONTRACTOR's Bid (Bid Proposal: pages 1 through 7, 1<sup>st</sup> Tier: page 8, 8 inclusive).

**8.10.** The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

**ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES**

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

**ARTICLE 10: DESCRIPTION OF CONTRACTOR**

**10.1.** The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

**10.1.1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

**10.1.2.** This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

**10.1.3.** The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

**ARTICLE 11: MISCELLANEOUS**

**11.1.** Terms used in this Agreement which are defined in Section 00130- Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

**11.2** The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

**11.3.** No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**11.4.** OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**11.5.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents

shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective upon the date on which it is signed by the OWNER.

CONTRACTOR

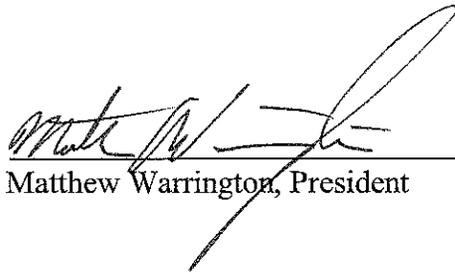
OWNER

**Westech Construction**

**Clackamas County, Oregon**

2204 NE 194<sup>th</sup> Avenue  
Portland, Oregon 97230

Chair: John Ludlow  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

By: 

Matthew Warrington, President

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

Cindy Becker, Director  
Health, Housing and Human Services  
Department

3-5-14  
Date Signed

\_\_\_\_\_  
Date Signed

93-1139383  
Contractor's Federal Tax Identification No.  
or Social Security No. (if individual)

99833  
Oregon Commercial Contractor's Board No.



**COPY**

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**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

March 20, 2014

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 4 to Intergovernmental Agreement No. 26210 with Oregon  
Department of Transportation for Emergency Relief Program Project Funding**

<b>Purpose/Outcomes</b>	Amendment to an Intergovernmental Agreement with ODOT for the 2009 Emergency Relief Program Project funding
<b>Dollar Amount and Fiscal Impact</b>	Total Project Cost Estimate: \$2,573,545.16 Road Fund Match (10.27%): \$264,303.09
<b>Funding Source</b>	FHWA Emergency Relief Program Road Fund
<b>Safety Impact</b>	Completion of these projects restores the roadway sections to their condition prior to the storm events and in some cases remedies stormwater issues that contributed to the road damage.
<b>Duration</b>	Execution until completion of the project
<b>Previous Board Action</b>	12/10/09: BCC Approval of IGA 26210 for Emergency Relief Program Project Funding 05/06/10: BCC Approval of Amendment No. 1 to IGA 26210 03/24/11: BCC Approval of Amendment No. 2 to IGA 26210 08/11/11: BCC Approval of Amendment No. 3 to IGA 26210
<b>Contact Person</b>	Joel Howie, Project Manager 503-742-4658

**BACKGROUND:**

Following the storm events from the 2008-2009 winter season, portions of Clackamas River Drive, Eagle Creek Road, Eagle Fern Road, Henrici Road, Kitzmiller Road, Lusted Road, Mountain Road, Ridge Road, Salmon River Road, and Ten Eyck Road were compromised. These roads are all part of the county road system and under the jurisdiction of Clackamas County. County staff requested federal funding through the Emergency Relief Program (ERP) and these projects will be financed with Federal Emergency Relief Program funds. The last cost estimate for these projects was \$2,573,545.16. The County Road Fund is responsible for approximately \$264,303 in match-to complete these projects.

This amendment increases the estimated amount of the repair identified on Henrici Road at Athens Road from \$482,648.62 to \$682,000. This increase will cover additional stormwater mitigation design and construction. The total for this particular project is increased by \$199,351.38 to a total of \$682,000 and the County's Road Fund match for the program funding is increased by approximately \$20,473.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached amendment to Intergovernmental Agreement No. 26210 for additional Emergency Relief Program funding.

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 04  
LOCAL AGENCY AGREEMENT  
EMERGENCY RELIEF PROGRAM  
Clackamas County ER Projects (2009)  
Clackamas County**

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on December 23, 2009, Amendment Number 01 on May 13, 2010, Amendment Number 02 on May 25, 2011 and Amendment Number 03 on September 1, 2011. Said Agreement covers emergency relief work at various locations within Clackamas County.

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

**TERMS OF AGREEMENT, Paragraph 5, Page 3, which reads:**

5. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. The Project shall be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties or such time as set forth in the "ER Manual" published by the Federal Highway Administration. Projects for permanent repairs that have not advanced to construction obligation by the end of the second fiscal year following the year in which disaster occurred cannot be authorized. Additional information can be obtained at <http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i>.

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

5. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. Projects for permanent repairs that have not advanced to construction obligation by the end of the second fiscal year following the year in which disaster occurred cannot be authorized. Additional information can be obtained at <http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i>.

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

2. The Project shall be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at **\$2,374,193.78**, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of **\$2,374,193.78**, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). Agency shall be responsible for the match and any portion of the Project which is not covered by Federal Funds. **No State funds will be used in this Project.**

Project Location	Estimated Amount
Clackamas River Drive at MP 3.25 to 3.40	\$ 14,795.77
Eagle Creek Rd at MP 1.30 to 1.75	55,172.78
Eagle Fern Rd Bridge over Eagle Creek	47,628.75
Henrici Rd 3 miles E of Beavercreek Rd, 100' W of Athens Rd (Key No. 17034) \$421,000 permanent restoration & \$61,648.62 temporary restoration & repair	482,648.62
Henrici Rd and Bridge at Beaver Lake at MP 3.52	64,358.07
Kitzmilller Rd at MP 0.38 to 0.40	31,829.86
Lusted Rd half mile S of Dodge Park	173,976.04
Mountain Rd at MP 0.86	7,447.16
Ridge Rd at MP 5	75,582.40
Salmon River Rd at MP 0.76	2,500.33
Ten Eyck Rd at Cedar Creek at MP 2.58	1,418,254.00
<b>ESTIMATED TOTAL</b>	<b>\$2,374,193.78</b>

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

2. The Project shall be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at **\$2,573,545.16**, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of **\$2,573,545.16**, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). Agency shall be responsible for the match and any portion of the Project which is not covered by Federal Funds. **No State funds will be used in this Project.**

Agency/State  
Agreement No. 26,210-4

Project Location	Estimated Amount
Clackamas River Drive at MP 3.25 to 3.40	\$ 14,795.77
Eagle Creek Rd at MP 1.30 to 1.75	55,172.78
Eagle Fern Rd Bridge over Eagle Creek	47,628.75
Henrici Rd 3 miles E of Beavercreek Rd, 100' W of Athens Rd (Key No. 17034) \$620,351.38 permanent restoration & \$ 61,648.62 temporary restoration & repair	682,000.00
Henrici Rd and Bridge at Beaver Lake at MP 3.52	64,358.07
Kitzmilller Rd at MP 0.38 to 0.40	31,829.86
Lusted Rd half mile S of Dodge Park	173,976.04
Mountain Rd at MP 0.86	7,447.16
Ridge Rd at MP 5	75,582.40
Salmon River Rd at MP 0.76	2,500.33
Ten Eyck Rd at Cedar Creek at MP 2.58	1,418,254.00
<b>ESTIMATED TOTAL</b>	<b>\$2,573,545.16</b>

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.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #17034) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**Signature Page to Follow**

Agency/State  
Agreement No. 26,210-4

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

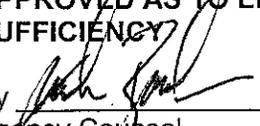
By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By   
Agency Counsel

Date 3/11/14

**Agency Contact:**

Joel Howie  
Civil Engineering Supervisor  
150 Beaver Creek Road  
Oregon City, OR 97045  
503-742-4658  
jhowie@co.clackamas.or.us

**State Contact:**

Mahasti Hastings, Local Agency Liaison  
ODOT-Region 1  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8595  
mahasti.v.hastings@odot.state.or.us

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

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/Chief  
Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Project Services Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

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



COPY  
6

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

March 20, 2014

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to an Intergovernmental Agreement with  
Oak Lodge Sanitary District for the  
Boardman Creek Fish Habitat Restoration Project**

<b>Purpose/Outcomes</b>	This agreement allows for partnering with Oak Lodge Sanitary District (OLSD) to complete a feasibility study of replacing the Boardman Creek Culverts under River Road and Walta Vista Lane.
<b>Dollar Amount and Fiscal Impact</b>	Oak Lodge Sanitary District will provide \$163,500 for consulting fees for a preliminary engineering study
<b>Funding Source</b>	Oak Lodge Sanitary District: \$163,500 for consultant OLSD and DTD have each funded their own staff time
<b>Safety Impact</b>	This project will remove failing culverts; relieve chronic flooding; restore native aquatic habitat, wildlife habitat, riparian zone and native plants; and provide a critical link for fish.
<b>Duration</b>	Effective upon execution and expires upon completion of the project.
<b>Previous Board Action</b>	05/31/12: Approval of Intergovernmental Agreement with OLSD for the Boardman Creek Fish Habitat Restoration Project
<b>Contact Person</b>	Vince Hall, Civil Engineering – DTD Engineering 503-742-4650

**BACKGROUND:**

A culvert underneath River Road and another culvert underneath Walta Vista Lane are undersized creating a chokepoint that results in chronic flooding and erosion upstream of the culvert. The upstream erosion creates downstream sediment issues that severely degrade the water quality of the stream and habitat. Clackamas County is partnering with Oak Lodge Sanitary District (OLSD) to deliver this project design.

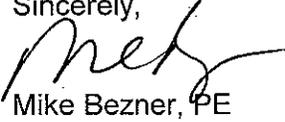
Through the original agreement, OLSD agreed to reimburse the County for the cost of the preliminary engineering design contract, up to \$150,000. This IGA amendment is necessary to amend the consultant contract, and OLSD's reimbursement responsibility, to a total of \$163,500. The contract increase is required to cover additional design and feasibility work.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached amendment to the Intergovernmental Agreement with Oak Lodge Sanitary District to complete the design for the Boardman Creek Fish Habitat Restoration Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Vince Hall at 503-742-4650

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND**  
**DEVELOPMENT**  
**and**  
**OAK LODGE SANITARY DISTRICT**

This is an amendment to the Intergovernmental Cooperative Agreement (the "Amendment") between the Oak Lodge Sanitary District, a service district formed pursuant to ORS Chapter 450 ("DISTRICT") and Clackamas County, by and through its Department of Transportation and Development ("DTD").

**RECITAL**

This Amendment is made and entered into by District and DTD as an amendment to the Intergovernmental Cooperative Agreement, which was fully executed on May 31, 2012 and relates to the Boardman Creek Fish Habitat Restoration project (the "IGA").

**AGREEMENT**

In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree that the cost associated with preliminary engineering, identified in paragraph #3A of the IGA, shall be increased to \$163,500.00.

Except as expressly amended herein, all the terms and conditions of the IGA shall remain in full force and effect. No other amendments or modification of the IGA is intended or may be implied from the revision set out in this Amendment.

In witness hereof, the parties have executed this Amendment by the date set forth opposite their names below.

Oak Lodge Sanitary District



Name: J. Michael Read  
Title: General Manager

Date: 02/04/2014

Board of Commissioners- Clackamas County

Name: John Ludlow  
Title: Board Chair

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

Approval of Previous Business Meeting Minutes:  
February 20, 2014

(minutes attached)

7

# 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, February 20, 2014 - 6:00 PM**

**Public Services Building**

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

**PRESENT: Commissioner John Ludlow, Chair  
Commissioner Paul Savas  
Commissioner Martha Schrader (Attendance via Phone)  
Commissioner Tootie Smith (Partial Attendance via Phone)  
Commissioner Jim Bernard  
Paul Reynolds, Housing Authority Commissioner**

## **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Ludlow opened the meeting as the Housing Authority Board for the first item.

## **III. HOUSING AUTHORITY CONSENT**

Chair asked the Clerk to read the Housing Authority Consent Agenda by title, he then asked for a Motion.

1. Approval to Issue a Request for Proposal for Development of New Affordable Housing Units

### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.  
Commissioner Bernard: Second.  
Clerk to call the poll:  
Commissioner Savas: Aye.  
Commissioner Bernard: Aye.  
Commissioner Reynolds: Aye.  
Chair Ludlow: Aye - the motion is approved 4-0.

Chair adjourned as the Housing Authority and reconvenes as the Board of County Commissioners for the remainder of the meeting.

## **II. CITIZEN COMMUNICATION:**

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

1. Tina Olsen, Oregon City – AMR Contract
2. Kevin Johnson, Gladstone – Beavers in Kellogg Creek
3. Steven Bates, Boring – Urban Renewal monies
4. Jo Havercamp, Oregon City – Urban Renewal monies
5. Charles Savoie, Milwaukie – Ambulance Service Contract
6. Cindy Lewis-Wolfrom, Milwaukie – Urban Renewal monies

*~Board Discussion~*

## **IV. PRESENTATION**

1. Status of County Roads  
Barbara Cartmill, Department of Transportation and Development presented the Staff Report including a video on the Street Smart project.

*~Board Discussion~*

**V. BOARD DISCUSSION ITEM**

1. Approval of the Ambulance Service Contract with American Medical Response  
Cindy Becker, Rich Swift, Health, Housing and Human Services and David Anderson,  
County Counsel presented the Staff Report.

*~Board Discussion~*

Chair Ludlow asked for a Motion

**MOTION:**

Commissioner Bernard: I move we approve the Ambulance Service Contract with  
American Medical Response.

Commissioner Schrader: Second

*~Board Discussion~*

Clerk calls the poll:

Commissioner Schrader: Aye.

Commissioner Smith: No.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: No - the motion is approved 3-2.

**VI. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the Consent Agenda by title, he then asked for a motion.

**MOTION:**

Commissioner Schrader: I move we approve the Consent Agenda.

Commissioner Bernard: Second

Clerk calls the poll:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

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

**A. Finance Department**

1. Approval to Purchase Two 114SD Freightliner Dump Trucks from McCoy Freightliner  
for the Department of Transportation and Development

**B. Elected Officials**

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

**C. Technology Services**

1. Approval of an ORMAP Intergovernmental Agreement between Clackamas County  
and the Oregon Department of Revenue for ORMAP Tools Development

**VII. DEVELOPMENT AGENCY**

1. Approval of a Grant of Easement to Northwest Natural Gas

**VIII. WATER ENVIRONMENT SERVICES**

1. Approval of Amendment No. 1 to the Agreement to Furnish Consulting Services between Clackamas County District No. 1, Tri-City Service District (the Districts) and
2. Brown and Caldwell, Inc. for Phase 1B of the Biosolids and Energy Program Development and Solids Handling Planning.
3. Approval of a Resolution Requesting Affirmation of a Settlement Agreement between Clackamas County Service District No. 1 (District) and Pacific Sea Food Co., Inc. for Wastewater Service Overbilling.

**IX. COUNTY ADMINISTRATOR UPDATE**

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

**X. COMMISSIONERS COMMUNICATION**

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

**Meeting Adjourned 7:22 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)



**BUSINESS AND COMMUNITY SERVICES**

March 20, 2014

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and Metro Authorizing Access to Metro's River Island Natural Area through Barton Park

<b>Purpose/Outcomes</b>	The IGA establishes the process for Metro contractors to use Barton Park as the primary means to access River Island Natural Area and further delineates the Study Area and Scope of Work of Metro's restoration effort which will also include and benefit eastern portions of Barton Park along the Clackamas River.
<b>Dollar Amount and Fiscal Impact</b>	This IGA has no financial impact to the County Parks budgets.
<b>Funding Source</b>	Metro
<b>Safety Impact</b>	N/A
<b>Duration</b>	This IGA will run for 2 years from the date of signing on March 20, 2014.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Rick Gruen, County Parks & Forest Manager 503-742-4345
<b>Contract No.</b>	Metro Contract No. 932536

**BACKGROUND:**

Metro owns property known as River Island Natural Area located in the Clackamas River Greenway Target Area, an area specifically identified in the Metro Open Spaces Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, and is also identified as a regionally significant open space and natural area in the Metro Greenspaces Master Plan. This property is adjacent to the County's Barton Park. Metro wishes to access the River Island Natural Area through Barton Park, using the County's parking facilities and trails for vehicular, pedestrian and small equipment access for the purposes of engaging in a two year restoration and monitoring project to enhance riparian and wildlife habitat. Additionally, Metro staff will voluntarily remove invasive species and replant areas of land along the eastern boarder of Barton Park, and perform wildlife monitoring.

**RECOMMENDATION:**

Staff recommends Board approval of this IGA between Metro and Clackamas County.

Respectfully submitted,

Gary Barth, Director of Business and Community Services

**INTERGOVERNMENTAL AGREEMENT**

(River Island Restoration Project Access and Interim Maintenance and Monitoring)

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between Clackamas County (the "County"), and Metro, a municipal corporation ("Metro"), hereinafter individually referred to as a "party" and collectively referred to as the "parties."

**RECITALS**

A. On May 16, 1995, voters approved Ballot Measure 26-26, Open Spaces, Parks and Streams, authorizing Metro to issue up to \$135.6 million in general obligation bonds for the protection of open spaces, parks and streams ("Open Spaces Bond Measure").

B. Pursuant to the Open Space Bond Measure, Metro purchased and owns approximately 200 acres of real property located in the County of Clackamas, State of Oregon, and depicted on the attached Exhibit A (the "River Island Natural Area").

C. The County owns real property located in the County of Clackamas, State of Oregon, adjacent to River Island Natural Area, and also depicted on the attached Exhibit A ("Clackamas County Properties").

D. Both the Clackamas County Properties and River Island Natural Area (together, the "Properties") are located within the Clackamas River Greenway Target Area, an area specifically identified in the Metro Open Spaces Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, and is also identified as a regionally significant open space and natural area in the Metro Greenspaces Master Plan.

E. In May 2013, voters approved a five-year Local Option Levy ("Natural Areas Levy") for the purpose of preserving water quality, fish and wildlife habitat and maintaining Metro's parks and natural areas for the public.

F. Pursuant to the terms of the Natural Areas Levy, River Island Natural Area is identified as a restoration project to benefit native fish and other species like migratory birds and native turtles, with planning starting in 2013 and construction planned for 2015.

G. Metro wishes to access the River Island Natural Area through the Clackamas County Properties, using the County's parking facilities and trails, for vehicular, pedestrian, and small equipment access, and the County desires to allow Metro to use the Clackamas County Properties to access the River Island Natural Area property, on the terms and conditions of this Agreement.

H. Metro may also wish to take some voluntary actions to remove invasive species and re-vegetate areas of the Clackamas County Properties, and perform wildlife monitoring, and in general the County is amenable to these actions, subject to the terms set forth below.

I. Metro and the County desire to enter into this Agreement to set forth the conditions and structure for Metro to use the facilities, manage vegetation, and conduct wildlife monitoring activities at the Clackamas County Properties.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Right of Entry.** The County grants to Metro, and to Metro's employees, agents and contractors, the right to enter the Clackamas County Properties for the purposes of (i) use of its roads, parking facilities and trails for vehicular, pedestrian, and small equipment ingress and egress to the River Island Natural Area, (ii) parking and staging, and (iii) performing all activities reasonably necessary for the exercise of Metro's rights under this Agreement and the fulfillment of Metro's duties and responsibilities under this Agreement. Pedestrian and equipment access to River Island Natural Area shall be on or near the path designated on Exhibit A.

- a. Metro shall prepare access tags (each, an "ID"), submit them to the County for the County's signature, and provide signed tags to all employees and contractors to identify them as Metro employees or contractors. The County shall sign the IDs promptly when presented by Metro. The County shall allow vehicles with this ID to access the Clackamas County Properties and park at the Clackamas County Properties without any fee. This ID shall clearly state Metro's name, a contact person's name and phone number, and dates in which the ID is valid. A sample ID tag is attached as Exhibit B.
- b. Metro shall notify the County by e-mail or phone message at least 48 hours in advance of any access by Metro.
- c. Metro shall park only in designated parking areas.
- d. Metro shall leave the pedestrian access points in the same or better condition as when accessed initially; provided that Metro shall not be required to repair any damage to such pedestrian access points not caused by Metro, its agents, employees or contractors.

2. **Wildlife Monitoring.** Metro may have funds available for wildlife monitoring at the Clackamas County Properties. If Metro determines, in its sole discretion, that funds are available for certain wildlife monitoring projects, e.g., turtle, bird and wildlife migration studies, Metro shall submit a monitoring plan (the "Monitoring Plan") to the County for the County's review and approval. If Metro submits a Monitoring Plan to the County, the County shall respond within sixty (60) days or the Monitoring Plan shall be deemed approved. Once the Monitoring Plan is approved or deemed approved, Metro may, in accordance with the approved plan, undertake such wildlife monitoring, in Metro's sole discretion.

**3. Restoration Projects.** Metro may have funds available for vegetation management projects at the Clackamas County Properties. If Metro determines, in its sole discretion, that funds are available for certain vegetation management projects, e.g., removing invasive species and planting native species, Metro shall submit a restoration plan (the "Restoration Plan") to the County for the County's review and approval. If Metro submits a Restoration Plan to the County, the County shall respond within sixty (60) days or the Restoration Plan shall be deemed approved. Once the Restoration Plan is approved or deemed approved, Metro may, in accordance with the approved plan, undertake such restoration activities, in Metro's sole discretion.

**4. Term.** Unless modified or terminated as provided herein, this Agreement shall expire after a period of two (2) years from the Effective Date. The parties may, by written agreement signed by each party, terminate all or a part of this Agreement based upon a determination that such action is in the public interest. Termination under this section shall be effective as provided in such termination agreement.

**5. Intend to Amend and/or Modify.** Both parties acknowledge this Agreement is intended to provide preliminary access for Metro to determine what course of action to take to advance the River Island Natural Area restoration project. The parties agree that once Metro determines a course of action, the parties shall negotiate in good faith a new intergovernmental agreement or an amendment to this Agreement to reflect new circumstances and needs of both parties.

**6. Termination for Cause.** Any party may terminate this Agreement in full, or in part, at any time if that party (the "terminating party") has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting party"). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default to the satisfaction of the terminating party within such thirty (30) day period, then this Agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.

**7. Indemnification.** County, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act and the Oregon Constitution, agrees to indemnify, defend and hold harmless Metro and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this Agreement.

Metro, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act and the Oregon Constitution, ~~agrees to indemnify, defend and hold harmless County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Metro and Metro's officers, agents and employees, in performance of this Agreement.~~

**8. Insurance.** Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

**9. Laws of Oregon; Public Contracts.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement.

**10. Assignment.** No party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except by operation of law or that a party may delegate or subcontract for performance of any of its responsibilities under this Agreement.

**11. Notices.** All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices shall be deemed delivered on the date personally delivered or the date of such electronic or fax correspondence, unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice shall be deemed delivered on the next following weekday that is not a holiday.

To Metro:                    Land Manager, Metro  
                                  600 N.E. Grand Avenue  
                                  Portland, OR 97232-2736  
                                  Fax: (503) 797-1849

To County:                 Parks Manager  
                                  Clackamas County  
                                  150 Beaver Creek Road  
                                  Oregon City, OR 97045  
                                  Fax:

**12. Severability.** If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

**13. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Property. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

14. **Counterparts; Facsimile Execution.** This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or e-mail signatures shall operate as original signatures with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLACKAMAS COUNTY

METRO

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

  
\_\_\_\_\_  
Martha Bennett  
Chief Operating Officer

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

Date: 2/28/14

Exhibit A  
Property Depiction

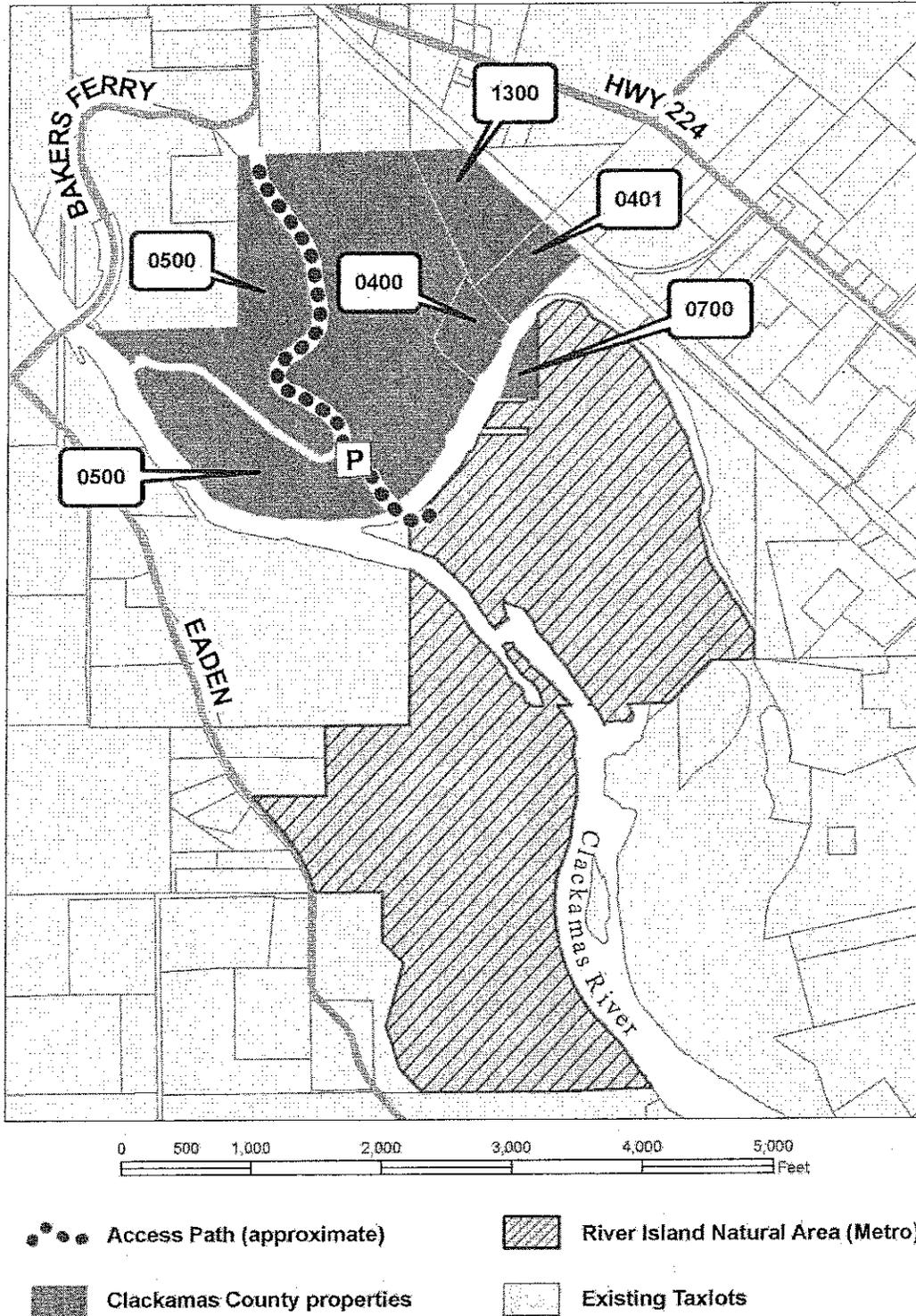


Exhibit B

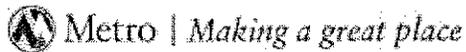
Barton Park and River Island Natural Area

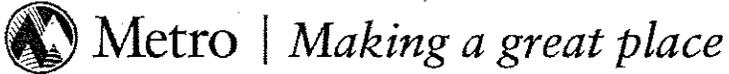
# METRO CONTRACTOR PARKING

[Approved]

Brian Vaughn (Metro) - 503-797-1919  
503-830-8719 (cell)  
Barton Park Rangers - 503-637-3015  
503-799-7297 (cell)

2013 - 2014 PARKING PASS





March 5, 2014

Rick Gruen  
Clackamas County Parks and Forests  
150 Beaver Creek Road  
Oregon City, OR 97045

Dear Rick:

Enclosed please find two copies of the Intergovernmental Agreement between the County and Metro, signed by Metro, regarding access through Barton Park and restoration/wildlife monitoring in and around Barton Park. I would appreciate it if you would please ask Chair Ludlow to sign both copies, and return one copy to me for our records.

Please let me know if you have any questions.

Sincerely,

Shannon Leary  
Natural Areas Program  
Metro

Encl.

## VanDuzer, Chris

---

**From:** Krupp, Don  
**Sent:** Tuesday, March 11, 2014 4:00 PM  
**To:** Gruen, Rick  
**Cc:** VanDuzer, Chris; Newton, Nancy; Barth, Gary  
**Subject:** RE: Metro\_CC Parks IGA - Permission to access River Island through Barton Park

Rick, let's go ahead and submit this as a Consent Agenda item for the next available business meeting agenda. I will run it by John when I review the agenda with him. I don't think there should be any issues or concerns.

---

**From:** Gruen, Rick  
**Sent:** Tuesday, March 11, 2014 9:27 AM  
**To:** Krupp, Don  
**Cc:** VanDuzer, Chris  
**Subject:** Metro\_CC Parks IGA - Permission to access River Island through Barton Park

Hi Don,  
Metro has requested permission via the attached IGA to access River Island through Barton Park for purposes of engaging in a two year restoration and monitoring project to enhance riparian and wildlife habitat. The IGA establishes the process for Metro contractors to use Barton Park as the primary means to access River Island and further delineates the Study Area and Scope of Work of the restoration effort which will also include and benefit portions of the easterly boundary of Barton Park along the Clackamas River. As County Parks Manager, I have met with Metro staff at Barton Park to review their plan and I am in support of Metro's request. This IGA does not financially commit County Parks. County Counsel has also reviewed and approved the IGA as to form. At this time, I seek your assistance to secure the signature of Chair Ludlow so we can execute the agreement and move forward. Would it be possible to have this at an upcoming issues item so it could move forward to the Consent Agenda? Please let me know what would work best. Thanks very much for your help with this.

Rick

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Rick Gruen | Manager  
Clackamas County | County Parks & Forest; Property Resources;  
and Ag/Forest Economic Development  
150 Beavercreek Road | Oregon City | Oregon | 97045  
ph: 503.742.4345 | email: [rgruen@clackamas.us](mailto:rgruen@clackamas.us)

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**OFFICE OF COUNTY COUNSEL**

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

**Stephen L. Madkour**  
County Counsel

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

March 19, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF LEASE BY AND BETWEEN T5 EQUITIES, LLC and  
CLACKAMAS COUNTY for the DISTRICT ATTORNEY**

Purpose/Outcome	This is a new lease for an eleven year term with T5 Equities, LLC for the 2 <sup>nd</sup> and 3 <sup>rd</sup> floors of the Oregon City Masonic Building to be occupied by District Attorney staff. This lease replaces a lease previously entered between the parties in 2013. That lease will terminate at the signing of this new lease.
Dollar Amount And Fiscal Impact	The first payment is due June 1, 2014 in the amount of \$10,668. The lease rate increases 3% annually.
Funding Source	County General Funds will be used to lease office space used by the Domestic Violence/Vulnerable Adult and Victim Assistance Teams. Federal grant funds will be passed through the Department of Justice Child Support Program to the Clackamas County District Attorney at a rate of <u>.66</u> of the lease expenditure. This reimbursement is for the space lease cost on the second and third floor, and two Family Support Deputy DA offices located on the second floor. This reimbursement is estimated to amount to \$146,666 during the first five years, or 23% of the total five-year cost.
Safety Impact	Consolidation of these functions supports successful operations of that portion of the District Attorney's office responsible for the safety of and assistance to victims, citizen and families within the County as well as to District Attorney staff members.
Duration	The lease has a term of eleven (11) years, beginning June 1, 2014 and ending on May 30, 2015.
Previous Board Action Review	On June 4, 2013, the Board of County Commissioners authorized Facilities Management to proceed with plans to consolidate the District Attorney's Domestic Violence/Vulnerable Adult, Victim Assistance, and Family Support Teams into one office. The current leases of the buildings these offices occupancy will terminate as soon as the new leasehold interest is occupied.

Contact Person	Jeff Jorgensen, Facilities Manager, Finance/Facilities Management, (503) 557-6414
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**BACKGROUND:**

On June 4, 2013, the Clackamas County Board of Commissioners granted approval to Facilities Management to go forward with plans to consolidate the District Attorney's Domestic Violence/Vulnerable Adult, Family Support, and Victim Assistance Teams into a building located in close proximity to the Courthouse.

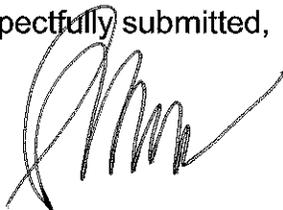
Reasons for consolidating and relocating the groups in close proximity to the main offices of the District Attorney and courts include minimizing operational challenges, enhanced security, and more cohesive services to Clackamas County citizens, and as well as a safe and supportive work environment for employees, the need for which was documented in the Clackamas County Public Safety Operations Facilities Master Plan (SERA Architects, 2009).

The proposed lease for the board's consideration would replace the current lease for the building. The changes are due primarily to the fact that instead of occupying the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building for 15 years, as contemplated by the current lease, the new lease will occupy the 2<sup>nd</sup> and 3<sup>rd</sup> floors for a term of 11 years. Some other contract terms were amended.

**RECOMMENDATION:**

Staff recommends the Board approve the Lease Agreement between Clackamas County and T5 Equities, LLC and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,



Stephen L. Madkour  
Clackamas County Counsel

## **LEASE MULTNOMAH LODGE NO. 1**

THIS LEASE is made this 12th day of March, 2014, by and between T5 Equities, LLC, their heirs, successors and assigns, hereinafter called "Lessor" and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee".

The parties have agreed as follows:

### **I. LEASE TERM:**

- A. In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term of eleven (11) years, beginning June 1, 2014 and ending at midnight on May 30, 2025, unless terminated earlier as set forth below in paragraph C.
- B. Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the lease or vacate the premises. The Lease may be extended for two five-year (5) periods upon the same terms and conditions as are contained herein, subject however, to the annual rent increases outlined in III.
- C. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease following the end of the tenth year of the term provided Lessee gives Lessor at least 180 days prior written notice of its intention to terminate. Upon Lessee exercising its right to terminate, Lessee shall pay to Lessor a termination fee equal to fifty percent (50%) of the rent due for the remaining term of the lease. The remaining term of the lease will be measured by the day the termination takes effect and NOT by the day Lessee's notice of its intention to terminate is given.
- D. This lease is intended to replace the lease entered into between the parties dated July 11, 2013. At the date of execution of this lease, the previous lease will be deemed terminated.

### **II. PREMISES:**

- A. The premises subject to this Lease are known as Multnomah Lodge No. 1 and located at 707 Main Street, Oregon City, Clackamas County, Oregon. The leased premises consist of approximately 5,291 square feet of the second floor and 5,377 square feet on the third floor for a total of 10,668 square feet of the building located on Assessor's Map T2S, R2E, Section 31AB, Tax Lot 05200, and depicted on Attachment A

### **III. RENTAL:**

- A. Monthly rent during the lease term shall be \$10,668. The rental rate is based on a rate of \$12.00 per square foot. There will be no charges to the Lessee for common area expenses.
- B. The first payment will be due June 1, 2014.
- C. Rent is due on the first day of the month, in advance. Rent not paid when due shall, after ten (10) days' written notice, bear interest at the rate of one-and-one-half percent per month until paid.
- D. The base rent provided in III (A) shall be increased in the month of June each year by three percent (3%).

**IV. POSSESSION:**

- A. Lessee shall be entitled to full use and possession of the premises for the entire lease term.

**V. USE AND ENJOYMENT:**

- A. Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

**VI. OPERATING COSTS:**

- A. Lessee shall be responsible for charges for telephone, trash removal, electrical service, and natural gas service relating to the leased space. Lessee shall be responsible for fifty percent (50%) of the total monthly charge for water/sewer which will be billed to Lessee by Lessor semi-annually.

**VII. PROPERTY TAXES:**

- A. Lessee shall make arrangements for the exemption of such portion of the premises from the payment of property taxes, assessment districts or other governmental taxes or charges. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

**VIII. ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:**

- A. Lessor assures that, to the best of Lessor's knowledge, as of June 1, 2014, the leased premises are safe, healthful, and in compliance with all state and federal OSHA rules and regulations, and all other state structural, building, fire and specialty code requirements.
- B. If conditions pre-exist, or arise (unless due to the acts of Lessee), which are determined to be violations of any state or federal OSHA rule or regulation or any specialty or building code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee reasonably deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within sixty (60) or such longer period of time if the nature of the non-compliance is of a type that cannot be fully corrected within such sixty day period provided Lessor must commence correction within such period and thereafter diligently pursue the correction to completion.
- C. In the event Lessor does not correct any condition as required in items A and B above within 60 days following written notice to Lessor (or such longer time period if the nature of the condition is of a type that cannot be fully corrected within such 60 day period), Lessee has the right to perform or have the work performed and deduct the actual and reasonable expenses from rent.

**IX. INSPECTION:**

- A. Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-eight (48) hours' written notice, except in the event of an emergency, in which event no notice shall be necessary. In such event, Lessee shall have no liability for damages related to Lessor's entry to the premises unless such damages are caused by the negligence or intentional conduct of Lessee.

**X. ALTERATIONS:**

- A. Lessor has agreed to be solely responsible for the cost of interior renovation of the premises as follows. All work will be completed by July 1, 2014, unless noted otherwise, herein, and in compliance with applicable laws and building codes.
  - 1. Second and Third Floors
    - a. Floor Preparation – Installation of plywood and leveling of second floor, only.
    - b. Flooring Materials – Several types of flooring appear to be asbestos materials that are either badly worn or only partially removed. All asbestos materials must be identified, properly abated and the area thoroughly cleaned. Notwithstanding the foregoing, replacement of the carpet on the 3<sup>rd</sup> floor shall be at the sole cost and expense of Lessee.

- c. Ceiling Grid – The Floor ceiling grid is not usable as is and must be repaired or replaced.
  - d. HVAC System – The 2<sup>nd</sup> Floor currently has only the ability for heating. Lessor shall install a fully functioning HVAC system with the ability for both heating and cooling in both the 2<sup>nd</sup> and 3<sup>rd</sup> floors.
  - e. Windows – Virtually all exterior windows are cracked, broken or do not properly seal. All windows must be repaired, sealed or replaced as appropriate. Three windows on the 3<sup>rd</sup> floor have been sealed with brick. Lessor will remove brick and frame openings and install new windows.
  - f. Window Air Conditioners – Large air gaps are apparent in all windows where a window air conditioner is installed. Remove and properly dispose of all abandoned window AC units.
  - g. Window Blinds – Lessor shall remove all non-functional window blinds so we do not have to deal with damaged owner materials.
  - h. Sprinkler System Piping – Currently all 3<sup>rd</sup> Floor sprinkler system piping is in the common areas and hallway and only stubbed out into the other areas. Install additional sprinkler system piping and heads to all 3<sup>rd</sup> Floor areas as shown on the floor plans and as required by the jurisdiction having authority.
2. Common Areas
- a. Entrance and Common Area Hallways – Lessor shall paint the walls and renovate the floors and stairs and install a building directory.
  - b. Elevator – Lessor shall, upon written request from Lessee, provide a copy of an annual elevator inspection and permit to Lessee. Lessor shall provide copies of service records to Lessee upon written request as well as the entrapped person procedure.
3. Exterior Areas
- a. Lessor shall install a new building directory.
  - b. Lessor shall repair and paint the exterior walls of the building.
  - c. Lessor shall have the exterior fire escape inspected and approved by a registered professional to ensure that it can safely be used in the event of an emergency.
  - d. Lessor shall complete exterior improvements outlined in this section X.A.3. no later than November 30, 2014.
- B. Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will not be unreasonably withheld and will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be

made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

- C. All alterations undertaken by the Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of the Lessor upon termination of this Lease.
- D. The parties shall establish a weekly progress schedule for all improvements and alterations and shall, if requested, schedule and attend weekly progress status conferences. Lessor shall also provide Lessee with exterior elevations and schematics for the improvements to the property within a reasonable time, but no later than July 1, 2014.

**XI. ELECTRICAL AND BUILDING OVERLOADS:**

- A. Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor which Lessor shall not unreasonably withhold. Lessee shall indemnify and hold Lessor harmless from any damage related to Lessee's failure to abide by this paragraph.

**XII. MAINTENANCE:**

- A. Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, structural members, and for necessary water, sewage, natural gas and electrical repairs of the premises so long as not made necessary by Lessee's negligence, misuse or failure to comply with any provisions of this Lease. Lessor shall be responsible for major repairs and/or replacement of heating and air conditioning components provided such repairs are not related to Lessee's negligence, misuse or willful acts.
- B. Lessor shall maintain the elevator on the premises in good working order. Lessor shall maintain a service, maintenance, and repair contract with a qualified elevator service and repair contractor.
- C. Lessor shall maintain the interior and exterior of the premises in a neat condition, free of trash and debris, and in good order and repair.
- D. Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

- E. Lessee shall be responsible for routine maintenance of heating and air conditioning equipment including filter changes.
- F. Lessee shall be responsible for non-structural interior maintenance, including janitorial services. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.
- G. Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage prior to such notice, arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.
- H. Lessee shall be responsible for all damages to the leased premises resulting from burglary or attempted burglary and shall repair and maintain all windows and doors.

**XIII. REPAIR BY LESSOR:**

- A. Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees or licensees shall be at Lessee's expense.

**XIV. LIEN CLAIMS, LIABILITY:**

- A. Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**XV. PLACE OF PAYMENT AND NOTICE:**

- A. Any notice to which Lessee shall be entitled under this lease shall be delivered or sent to Clackamas County Facilities Management, 1710 Red Soils Ct., #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to T5 Equities, LLC, P.O. Box 1336, Wilsonville, OR 97070, and notices shall be emailed to [t5equities@gmail.com](mailto:t5equities@gmail.com). Place for notices may be changed by written notice from the party changing address.

**XVI. INDEMNIFICATION:**

- A. Each party shall hold the other party harmless from and against any claim, loss, expense or damage to any person or property in or upon the premises arising out of any act or omission of that party or its employees or agents. It is understood that Clackamas County's liability is subject to the limits of the Oregon Tort Claims Act, ORS 30.270 through 30.275. Notwithstanding the foregoing, Lessor shall have no liability related to damage to Lessee caused by any other lessee occupying the property.
- B. Lessee shall be responsible for insuring or self insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the premises. Neither Lessor nor Lessee shall be made liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the other risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement provided such damage is not related to either party's negligence or willful acts.
- C. Pursuant to the authority granted in ORS 30.282, the Lessee has become self-insured.

**XVII. TOTAL OR PARTIAL DESTRUCTION:**

- A. Lessor agrees to insure the building on the premises against risks as covered by a standard all risk insurance policy, including water damage and sprinkler leakage, with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee, Lessee's agents or employees, under such fire insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of at or less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to the Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this Lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of

business. If the fire insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse the Lessor promptly for the cost of any premium in excess of the amount the Lessor would have been required to pay for insurance had it not been for the Lessee's activities or use and shall be added to the rent as charge against the Lessee.

**XVIII. HAZARDOUS SUBSTANCES:**

- A. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on the premises and shall indemnify Lessor from the same. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of an office. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**XIX. ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign or sublease this lease without the written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

- A. No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the premises and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. Any assignment shall not relieve Lessee of any liability hereunder. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**XX. HOLDING OVER:**

- A. If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy which may be terminated at any time by Lessor upon sixty (60) days' notice to Lessee. The rent during any holdover period shall be 125% of the rent then in effect.

**XXI. EMINENT DOMAIN:**

- A. If the entire premises or entire access shall be taken under power of eminent domain, this Lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination or earlier, if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this Lease or extension thereof, proportionate to the loss of use of the premises by Lessee.

**XXII. WAIVER:**

- A. Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition, covenant or otherwise.
- B. Lessor hereby waives any notice requirements associated with Lessee's tenancy of properties owned by Lessor located at 708 Main Street and 716 Main Street, Oregon City ("Prior Premises"). The parties agree that any rental payments after June 1, 2014 for the 708 Main Street and 716 Main Street tenancies shall be based on a pro rata basis until Lessee completely surrenders the Prior Premises.

**XXIII. TERMINATION AND BREACH:**

- A. If Lessee fails to pay any rental payment by the 10th day of the month in which it is due, Lessor may terminate this Lease by sixty (60) days' written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover any rent due and payable, or other damages or relief. Within sixty (60) days of receipt of said notice, Lessee shall vacate the premises.

- B. If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than 10 days' written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.
- C. If Lessee breaches any covenants or conditions of this Lease other than payment of rent, and such breach is not corrected within sixty (60) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such sixty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may correct such breach, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief.
- D. If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected by Lessor within sixty (60) days after receipt of written and emailed notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), cure the default including, but not limited to, the making of payments, or making any repairs or replacements to the leased premises and deduct the same from the rent. Nothing in this term shall limit the Lessee's ability to sue for damages if the Lessor breaches this lease in a manner that does not result in Lessee being unable to reasonably use or inhabit the Premises for the purposes identified in this Lease.
- E. The rights and remedies specified in this section shall be non-exclusive. Lessor's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

#### **XXIV. SURRENDER:**

- A. On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. In the event any property remains on the premises, Lessor shall provide Lessee with notice and the property will be considered abandoned if not retrieved within 60 days.

**XXV. CONSTITUTIONAL DEBT LIMITATION:**

- A. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**XXVI. WARRANT OF AUTHORITY:**

- A. The undersigned, Chris Edmiston as Member for T5 Equities, LLC, warrants and represents that he has full authority to sign as Lessor.

**XXVII. MISCELLANEOUS:**

- A. In the event of legal proceedings or arbitration provided for in this Lease to enforce or interpret any of the provisions hereof, the prevailing party in such proceeding shall be entitled to a reasonable sum as attorneys' fees and costs to be set by the court or arbitrators in said proceeding, including any appeal or review thereof.
- B. Neither party to this Agreement shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement.
- C. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing executed by the parties.
- D. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

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

**LESSEE**  
CLACKAMAS COUNTY

**LESSOR**  
T5 EQUITIES, LLC

BOARD OF COMMISSIONERS

c/o Chris Edmiston  
P.O. Box 1336  
Wilsonville, OR 97070

\_\_\_\_\_  
Chair

\_\_\_\_\_  
EIN 68-0611876  
Federal ID#

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

\_\_\_\_\_  
John S. Foote, District Attorney

\_\_\_\_\_  
Chris Edmiston, Member  
Name, Printed

Approved as to form:

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

\_\_\_\_\_  
Date



March 20, 2014

The Board of Commissioners acting as the Governing Body  
 of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of Contract Number 932554,  
 with Metro for Spring Park Natural Area Enhancement Project

<b>Purpose/Outcome</b>	NCPRD requests approval to sign the grant contract for the Metro Natural Areas Bond Measure Capital Grant for funding to enhance Spring Park Natural Area.
<b>Dollar Amount and Fiscal Impact</b>	The grant award is approximately \$125,000 to match other grant awards and NCPRD's matching funds (12% of total project cost). Total project amount is estimated to be \$400,000.
<b>Funding Source</b>	NCPRD Capital Improvement Fund, 2014/2015 FY Metro Grant
<b>Safety Impact</b>	Awarding of Metro NIN grant funds will allow enhancements of several park elements to occur, assuring a safe environment for public use and sustainable elements for NCPRD to maintain.
<b>Duration</b>	Grant funds are available for two years
<b>Previous Board Action/Review</b>	Not applicable.
<b>Contact Person</b>	Jeroen Kok, NCPRD Planning, Development & Resource Manager, 503-742-4421

**BACKGROUND:**

Spring Park Natural Area has a mini-park which together encompasses 8.28 acres along the Willamette River. Phase I of the Spring Park Master Plan included designing and building a trailhead and playground in 2010. The Phase II – which is currently the focus of this project will include 1) enhancement of wetlands, 2) rehabilitate upland habitat areas, 3) rehabilitate riparian backchannel alcove habitat, 4) relocation and formalization of the park's hiking trail, and 5) interpretive signage. The Natural Area draws visitors from across the District, Region, and Country. The project will focus on habitat enhancements and re-aligning the current trail out of wetlands and create a sustainable trail that is cost effective to manage by NCPRD. The Metro Grant will provide a significant amount of the total project cost allowing NCPRD to complete this project. Enhancing the Spring Park Natural Area is a priority of the District highlighted in the 2004 Master Plan. County Council reviewed the contract and has provided approval.

**RECOMMENDATION:**

Staff and the District Advisory Board respectfully recommend that The Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve and sign the Metro Natural Areas Bond Measure Capital Grant 932554.

Respectfully submitted,

Gary Barth  
 Director

INTERGOVERNMENTAL AGREEMENT  
Natural Areas Bond Measure  
Capital Grant Award

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and North Clackamas Parks & Recreation District, located at 150 Beavercreek Road, Oregon City, Oregon 97045 (“Grant Recipient”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Grant Recipient to fund Spring Park Natural Area Enhancement Project (the “Project”) as more specifically identified within the Scope of Work attached hereto as Exhibit A (the “Work”);

WHEREAS, this Agreement between Metro and Grant Recipient is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure; and

WHEREAS, except as specifically provided in this Agreement, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in the Project

- (2) sponsorship benefits or supervisory responsibility with respect to the Project; or
- (3) ownership or responsibility for care and custody of the tangible products which result from the Project;

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants project. Grant Recipient shall perform the “Work”. As a condition precedent to Metro’s agreement to fund the Project, Grant Recipient hereby approves the Project and agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure. At no time will Metro have any supervisory responsibility regarding any aspect of the Work. Any indirect or direct involvement by Metro in the Work shall not be construed or interpreted by Grant Recipient as Metro’s assumption of a supervisory role.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. Grant Recipient hereby confirms that the Project will result in the creation of a capital asset to be owned by Grant Recipient. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is actually provided to the Grant Recipient. Until June 30, 2027 or the date upon which all Bond debt related to Project is retired, whichever occurs earlier, Grant Recipient covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient’s audited financial statement, consistent with Generally Accepted Accounting Principles (“GAAP”) and with Grant Recipient’s financial bookkeeping of other similar assets.

3. Contract Sum and Terms of Payment

Metro shall compensate Grant Recipient for performance of the “Work”. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

#### 4. Limitations on Use of the Capital Asset That Results from the Project

Throughout the term of this Agreement, Grant Recipient shall maintain and operate the capital asset that results from the Project in a manner consistent with one or more of the following intended and stated purposes of the Measure (the “Nature in Neighborhood Approved Purposes”):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and/or
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Grant Recipient may not sell, use, or authorize others to use such capital asset in a manner inconsistent with such purposes.

Notwithstanding the foregoing, secondary uses that arise as a result of such capital asset being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of such capital asset or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate such capital asset consistent with the Nature in Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

#### 5. Funding Recognition

Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of Grant Recipient, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure’s Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Grant Recipient shall place at or near the Project’s location signage that communicates that funding for

the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to November 30, 2016.

Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

A. Subject to the notice provisions set forth in Section 7.B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that Grant Recipient has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, Grant Recipient shall have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

C. Grant Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall

be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

#### 8. Joint Termination for Convenience

Metro and Grant Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written termination agreement signed by both Metro and Grant Recipient.

#### 9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

#### 10. Liability and Indemnification

As between Metro and Grant Recipient, Grant Recipient assumes full responsibility for the performance and content of the Work; provided, however, that this provision is not intended to, and does not, create any rights by third parties. To the extent permitted by Oregon law, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Grant Recipient shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected

with the performance of this Agreement by Grant Recipient or Grant Recipient's officers, agents, or employees. Grant Recipient is solely responsible for paying Grant Recipient's contractors and subcontractors. Nothing in this Agreement shall create any contractual relationship between Metro and any such contractor or subcontractor.

#### 11. Contractors' Insurance

A. Grant Recipient shall require all contractors performing any of the Work to purchase and maintain at each contractor's expense, the following types of insurance covering the contractor, its employees and agents:

1. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. Grant Recipient and Metro, and their elected officials, departments, employees and agents, shall be named as additional insureds.

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

B. This insurance required by Grant Recipient, as well as all workers' compensation coverage for compliance with ORS 656.017, must cover all contractors' operations under this Agreement, whether such operations are by a contractor, by any subcontractor, or by anyone directly or indirectly employed by any contractor or subcontractor.

C. Grant Recipient shall require all contractors performing any of the Work to provide Grant Recipient with a certificate of insurance complying with this section and naming Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of

execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services under such contract commence, whichever date is earlier.

## 12. Safety

Grant Recipient shall take all reasonable precautions for the safety of employees, volunteers and others in the vicinity of the Work and the Project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## 13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's reasonable discretion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

## 14. Project Records, Audits, and Inspections

A. For the term of this Agreement, Grant Recipient shall maintain comprehensive records and documentation relating to the Project and Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, Grant Recipient shall maintain all fiscal Project Records in accordance with GAAP. In addition, Grant Recipient shall maintain any other records necessary to clearly document:

(i) Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) Grant Recipient's performance of this Agreement, or (b) any other contract entered into by Grant Recipient that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers, contractors, and subcontractors engaged in any work for Grant Recipient related to this Agreement or the Project.

C. Grant Recipient shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. Grant Recipient shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, Grant Recipient agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by Grant Recipient to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. Grant Recipient agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Grant Recipient, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that Grant Recipient owes Metro any sum of money or that any portion of any claim made by Grant Recipient against Metro is not warranted, Grant Recipient shall pay all costs incurred by Metro in conducting the audit and inspection.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

16. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that Grant Recipient and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return

receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Grant Recipient's Designated Representatives:

Tonia Burns  
Natural Resource Scientist  
North Clackamas Parks & Recreation District  
150 Beaver Creek Road  
Oregon City, Oregon 97045

Metro's Designated Representatives:

Natural Areas Bond Program Manager  
Metro Regional Center  
600 N.E. Grand Ave.  
Portland, OR 97223  
Fax (503)-797-1849

with copy to:

Metro Attorney  
600 N.E. Grand Ave.  
Portland, OR 97223  
Fax (503) 797-1792

18. Assignment

Grant Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, except by operation of law, which consent shall not be unreasonably withheld.

19. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

20. No Waiver of Claims; Modifications

Metro's failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient and no waiver, consent, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

**North Clackamas Parks & Recreation  
District**

**METRO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Martha Bennett  
Metro Chief Operating Officer

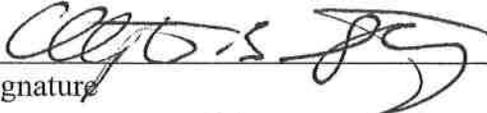
Print Name: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM BY:

  
Signature

Print Name: Chris Storey

Title: Assistant County Counsel

Date: 10 March 2014

\_\_\_\_\_  
Hope Whitney  
Senior Assistant Metro Attorney

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

# Scope Of Work — Exhibit A — Contract No. 932554

Metro Contract No. 932554

## CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Spring Park Natural Area Enhancement Project
- II. Grant Recipient contact: Tonya Burns  
150 Beaver Creek Road  
Oregon City, Oregon 97045  
tburns@clackamas.us  
503-742-4357
- III. Budget at time of award
- |                        |           |
|------------------------|-----------|
| Total cost of project: | \$391,445 |
| Grant award            | \$125,000 |
| Financial match        | \$208,245 |
| In-kind match          | \$ 58,200 |
- IV. Project location SE Sparrow Street at SE 19<sup>th</sup> in Milwaukie, Oregon
- V. Scope of Work
- This scope of work sets forth the work and requirements the Grant Recipient shall undertake as part of Metro's Nature in Neighborhood Capital Grants program grant award. The original grant application (see attached Attachment 1) sets forth the scope of work except as modified or added to herein:
- While the project elements have not changed from what was proposed in the original application, some have been scaled back such as the amount of large woody debris and the extent of restoration plantings. A more complete list of what is included in this scope of work is described in the revised budget documents and narrative (Attachment 2).
  - With Metro's approval, grant funds that are not needed as projected in a budget line item may be applied toward other budget line items.

### *Project Benchmarks and Deliverables*

- Benchmark 1: Pre-agreement activities and costs approved in Attachment 2 that will be applied toward matching requirements
- Deliverable 1: Provide documentation for pre-agreement expenses which may include non-profit and agency staff time, consultant expenses and volunteer time.
- Benchmark 2: Final construction design documents and construction cost estimates
- Deliverable 2: Submit documents with a revised budget. The budget attachment to this scope of work can be revised if necessary.

## Scope Of Work – Exhibit A – Contract No. 932554

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- Benchmark 3: Construction of improvements  
Deliverable 3: Provide description of work completed, photos and documentation of expenses and in-kind support, including volunteer hours.
- Benchmark 4: Large scale site prep, planting, and maintenance treatments. Volunteer and contractor implemented planting work.  
Deliverable 4: Provide description of work completed (acres of site prep, number of plants planted, acres maintained), photos and documentation of expenses and in-kind support, including volunteer hours.

### *Publicity*

As provided in Section 5 of the Intergovernmental Agreement, Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

### VI. Reporting Requirements:

- a. **Bi-Annual Progress Reports:** In addition to the Benchmarks and Deliverables set forth above, once work has begun, Grant Recipient shall provide to Metro a progress report, documenting the status of the Project at least every six months. A progress report shall be included with every reimbursement request submitted by Grant Recipient and/or when the Project benchmarks identified above are met.
- b. All progress reports shall provide the following details: a description of the work accomplished to date, a statement regarding Grant Recipient's progress on meeting benchmarks, the percentage of the Project completed, a statement as to whether the Project is on schedule or behind schedule, a description of any unanticipated events, and data regarding performance measures, if available. All progress reports submitted by Grant Recipient shall be in the Progress Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.
- c. **Final Report:** Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, Project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and data on performance measures. The final report submitted by Grant Recipient shall be in the Final Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.

## Scope Of Work – Exhibit A – Contract No. 932554

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### I. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 dollars (\$125,000.00). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of that amount.
- b. Payments will be processed as reimbursement for costs incurred and paid by the Grant Recipient.
- c. **RETAINAGE:** Metro will reserve as retainage from any reimbursement payment an amount equal to five (5%) percent of the requested reimbursement amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment.
- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO  
ATTN: MARY ROSE NAVARRO  
600 NE GRAND AVE  
PORTLAND OR 97232-2736

- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net Thirty (30) day basis upon approval of reimbursement request.

### II. Performance Measures

Grant Recipient shall monitor the Project for three consecutive years following the completion of the Project and report the following information to Metro upon completion of the Project.

- Success Indicator 1  
Demonstrate commitment to the long-term maintenance of this investment. The Grant Recipient shall provide data from monitoring efforts associated with plantings survival, woody debris placement, control of invasive vegetation and oak habitat enhancement as



**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

## Scope Of Work – Exhibit A – Contract No. 932554

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well as a description of how the monitoring results contribute to on-going maintenance activities.

- Success Indicator 2  
Demonstrate the neighborhood's commitment to the park by documenting volunteer activity, financial contributions, and participation in future maintenance efforts. This report could be completed by the neighborhood.



**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Scope Of Work – Exhibit A – Contract No. 932554

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## ATTACHMENT 1 GRANT APPLICATION



# Spring Park Natural Area Management Plan

## North Clackamas Parks and Recreation District



12-2013

*Prepared for*

North Clackamas Park and Recreation District  
150 Beaver Creek Rd  
Oregon City, OR 97045

And

The City of Milwaukie  
10722 SE Main Street  
Milwaukie, OR 97222

*Prepared by*

Guillozet Consulting LLC  
And  
NCPRD Natural Resources Program

December 2013



**NORTH CLACKAMAS**  
PARKS & RECREATION DISTRICT

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## I. Spring Park Site Context

Spring Park is a natural area and mini-park that encompasses approximately 8.28 acres. The City purchased Spring Park from Hilda Keller in 1971. The park is located to the south of SE Sparrow Street, to the west of the Union Pacific railroad tracks, and to the east of the Willamette River in the Island Station neighborhood in the City of Milwaukie, Oregon (Township 1S, Range 1E, Section 35). (Tax Assessor Map 1S 1E 35DD, Tax lots 5900, 6100, 6200, 6300, 6400, 6500, and 6601) that are owned by the City of Milwaukie (City). The site is in Residential Zone R-5 and has a Comprehensive Plan designation of Public with a NR Natural Resources overlay and is part of the Willamette Greenway. Private properties border the northern, eastern and southern boundaries. In 1980, the City vacated a section of SE Lark Street located on the south side of Spring Park. A portion of this vacated area (0.25 acres) was traded to a property owner to the south for property along the Willamette River (0.36 acres). The southern boundary line was surveyed in 1989 (Grayload) and iron rods were found at all corners. The park consists of largely undeveloped land currently owned by the City of Milwaukie and maintained by the North Clackamas Parks and Recreation District (NCPRD). Its main entrance is via a trail at the northeast corner of the property at the intersection of SE 19<sup>th</sup> Avenue and SE Sparrow Street. The surrounding land use is mainly suburban residential. Opportunities for future park expansion exist through the acquisition of all or portions of several adjacent properties from willing sellers.

## II. Background consist

The *Spring Park Master Plan (2005)* outlined a two phased approach to develop and manage the built and natural area portions of the park. *Phase I* of the *Spring Park Master Plan* included designing and building a trailhead and playground in 2010. The *Phase II – Natural Area Enhancement* section which was not implemented at the same time is currently the focus of this plan. Phase II identifies five priorities: 1) delineation and enhancement of unmapped wetland areas, 2) rehabilitation of upland habitat areas, 3) rehabilitation of riparian backchannel alcove habitat, 4) relocation and formalization of the park's hiking trail, and 5) interpretive signage. This plan addresses these priorities and provides preliminary cost estimates for the implementation, maintenance and stewardship of park improvements. The overarching goal of the recommended actions is to promote the sustainable, cost effective management of the park's natural areas for habitat, interpretive and recreational values. Healthy plant communities are at the core of these values and should be enhanced and managed to maximize diversity and habitat values across the full range of conditions at the site. However, because the approach to enhancing the park must consider the current context of limited budgets, ongoing pressure from invasive species, and heavy pedestrian use, this plan emphasizes species, planting densities and management practices intended to create the most resilient communities possible, while remaining true to general historic vegetation patterns in the area. Significant encroachment by neighboring property owners presents additional challenges to effective management of the park. Most of the encroachment areas are currently maintained as lawn or landscaped with some

encroachment of materials and structures. This plan envisions the successful reestablishment of legal property boundaries followed by appropriate management of those areas including removal of some or all exotic ornamental vegetation and materials and structures.

Documents reviewed during its development include the *Spring Park Master Plan*, *North Clackamas Parks and Recreation District Natural Resources Program Annual Report*, the *Elk Rock Island Natural Area Management Plan*, the *Peter Ker Park, Elk Rock Island, and Spring Park Management Plan* and others.

### **III. Geology and Soils**

The predominant bedrock geology of Spring Park consists of Waverly Heights Basalt which is described fully on the Geologic Map of the Lake Oswego Quadrangle (GMS-59, Oregon State Dept. of Geology). Waverly Heights Basalt is particularly interesting due to its age. Formed in the mid and late Eocene Period (between 36.6 and 52 million years ago), the rock substantially predates the more common Columbia River Basalt of the Miocene Period (10 to 25 million years ago). In addition Spring Park contains mixed alluvium deposits of a relatively recent period. Soils consist of mainly Newberg fine sandy loam (floodplains) with some Woodburn silt loam (3-8 % slopes), and Xerochrepts-Rock outcrop complex (moderately steep). Newberg fine sandy loam is described as a deep and somewhat excessively drained soil type that is commonly found in floodplains. This soil type was formed in the mixed alluvium deposits. Slope is commonly 0-3 percent. Vegetation normally consists of Douglas fir, black cottonwood, Oregon ash, Oregon white oak, willows, trailing blackberry, shrubs and grasses (Soil Survey Clackamas County, USDA)

### **IV. Public Safety**

As previously stated Spring Park is owned by the City and maintained by NCPRD. Elk Rock Island, however, is owned by the City of Portland and is located in unincorporated Clackamas County. Elk Rock Island is maintained by the City of Portland.

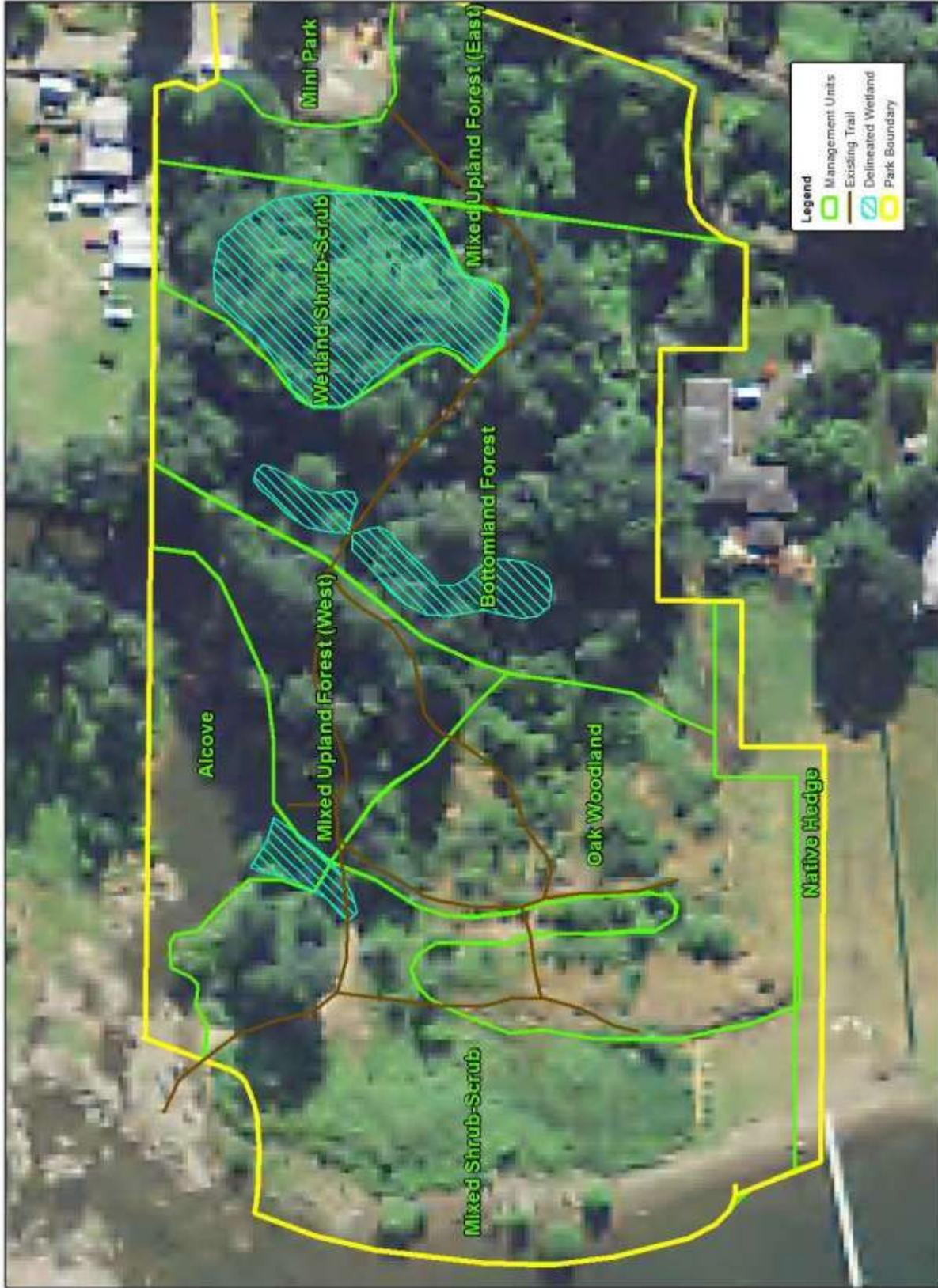
Police, fire, and safety response to both Spring Park and Elk Rock Island have been inconsistent in the past, which has caused great concern for neighbors. It is anticipated that enhancement of Spring Park elements will most likely increase the use of the Spring Park and Elk Rock Island by upstanding citizens. In addition, we assume that this user group will also help to provide better presence and hopefully deter unsafe and unwarranted acts. However, if an incident occurs there will still be the need for speedy and consistent emergency response to both areas. It is a goal that, by fostering positive use of the site through the re-development of these elements, vandalism and inappropriate uses of Spring Park and Elk Rock Island will decrease.

## V. Plant Communities and Management Units

Spring Park supports native Willamette Valley plant communities described in various publications and inventories using different names and common species associations. For example, the Oregon Natural Heritage Program's maps, based on land survey records from the federal government's General Land Office, described vegetation in the vicinity of the park as Douglas fir-white oak (big leaf maple) forest, with brushy understory of hazel, young oak, oak brush, oak sprout bracken, briars, and sometimes willow. Soils mapped within the park by the Natural Resource Conservation Service include Newberg fine sandy loam (67) and Woodburn silt loam (91B) (see Appendix 6).

The plant communities and management unit names used here are not intended to be authoritative but rather to characterize the park on the basis of site conditions (e.g. soil, moisture, aspect) and the native vegetation best suited to those conditions. The management units are intended to 1) guide trail improvements to reduce user impacts and 2) facilitate effective revegetation efforts and sustainable stewardship in the context of a small park with a high number of users. Each unit is described in terms of current and desired future conditions. The species lists and planting densities recommended for each unit place a heavy emphasis on establishing a competitive shrub layer to replace and prevent the reestablishment of non-native species and to reduce the number of informal trails. The recommended approach to revegetation employs high planting densities and intensive maintenance. Revegetation cost estimates and plant lists are provided in Appendices 1 and 2.

Mitigating fire risk is a priority for NCPRD's long-term management. Two techniques that will be implemented are through on site management (mowing breaks) and installing vegetation to mitigate the risk. Adaptive management will guide the final results and depending on how the enhanced system rehabilitates based on the plans designs, how visitors use the site, and/or what vegetation types become established in the long term will determine if a portion of the site is mowed to lower fire risk or if planting vegetation is a better option.



**Legend**

- Management Units (Green outline)
- Existing Trail (Brown line)
- Delineated Wetland (Blue hatched area)
- Park Boundary (Yellow outline)



Table 1. Spring Park natural area management units

	Management Unit	Acres	Target Species Plant Associations
General Soil Moisture Gradient ▲	Alcove Riparian	0.5	<b><i>Fraxinus latifolia / Carex obnupta Association</i></b> ; <i>Spiraea douglasii</i> , <i>Salix sp.</i> , <i>Physocarpus capitatus</i> , <i>Lonicera involucrata</i> , <i>Rosa pisocarpa</i> , <i>Cornus stolonifera</i> , <i>Carex obnupta</i>
	Alcove wetland	0.05	<b><i>Spiraea douglasii Association</i></b> ; additionally with, <i>Carex obnupta</i>
	Wetland Shrub-Scrub	0.63	<b><i>Fraxinus latifolia / Spiraea douglasii Association</i></b> ; additionally with, <i>Salix sp.</i> , <i>Physocarpus capitatus</i> , <i>Lonicera involucrata</i> , <i>Rosa pisocarpa</i> , <i>Sambucus racemosa</i> , <i>Cornus stolonifera</i> , <i>Malus fusca</i>
	Mixed Shrub-Scrub	1.82	<b><i>Alnus rubra/Symphoricarpos albus Association</i></b> ; <i>Sambucus racemosa</i> , <i>salix spp</i> and <i>graminoid spp.</i>
	Mixed Shrub-Scrub “wetlands/floodplains”		<b><i>Salix hookeriana Association</i></b> ; <i>Spiraea douglasii</i> , <i>Physocarpus capitatus</i> , <i>Rosa pisocarpa</i> , <i>Salix lasiandra</i> , <i>Lonicera involucrate</i> , <i>Carex obnupta</i>
	Bottomland Forest	1.84	<b><i>(Fraxinus latifolia-Populus trichocarpa)/Corylus cornuta/ Hydrophyllum tenuipes Association</i></b> ; <i>Symphoricarpos albus</i> , <i>Physocarpus capitatus</i> , <i>Rubus spectabilis</i> , <i>Sambucus racemosa</i> , <i>Malus fusca</i> , <i>Rosa pisocarpa</i> , <i>Cornus stolonifera</i> , <i>Spiraea douglasii</i>
	Bottomland forest wetland	0.14	<b><i>Fraxinus latifolia / Carex obnupta Association</i></b>
	Native Hedge	0.12	<i>Rosa pisocarpa</i> , <i>Mahonia aquifolium</i> , <i>Rubus leucodermis</i> , <i>Symphoricarpos albus</i> , <i>Rubus parviflorus</i>
	Mixed Upland Forest (East)	0.83	<b><i>Pseudotsuga menziesii / Toxicodendron diversilobum/Symphoricarpos albus Association</i></b> ; <i>Quercus garryana</i> , <i>Arbutus menziesii</i> , <i>corylus cornuta</i>
	Mixed Upland Forest (West)	0.61	<b><i>Quercus garryana – Pseudotsuga menziesii / Amelanchier alnifolia Association</i></b> ; – <i>Acer macrophyllum</i> , <i>Oemleria cerasiformis</i> , <i>Philadelphus lewisii</i> , <i>Mahonia aquifolium</i> , <i>Sambucus cerulea</i> , <i>Rosa pisocarpa</i> , <i>Acer circinatum</i> , <i>Holodiscus discolor</i> ,
	Oak Woodland	1.35	<b><i>Quercus garryana / Toxicodendron diversilobum / Elymus glaucus Association</i></b> ; <i>Symphoricarpos albus</i> , <i>bromus carinatus</i> and <i>Amelanchier alnifolia</i>

## A. Alcove Unit

### Existing Condition

The alcove or back channel covers about an acre at the north end of the park. It typically receives flow from the river during the winter and spring and is connected only at the downstream end during much of the summer and fall. Park users frequent this area as a vista point for scenic and wildlife viewing. Due to widespread trampling of riparian vegetation, exacerbated by seasonally fluctuating water levels, the banks and vegetation are in poor condition (Figure 2). A recent wetland delineation revealed 0.5 acres of palustrine wetland type PSS1Y within this management unit (Spring Park Wetland Delineation Report, 2011).

### Desired Future Condition

Extensive revegetation will play a critical role in stabilizing this area. Increased shrub cover is desirable to protect the bank as well as to provide greater structural complexity and additional food and cover for pollinators and birds. Recommended plant associations include; *Fraxinus latifolia* / *Carex obnupta* association and *Spiraea douglasii* association. Other species recommended for planting within this area include *Physocarpus capitatus*, *Lonicera involucrata*, *Sambucus racemosa*, and *Rosa pisocarpa* planted at approximately 2,000 stems per acre as well as *Carex obnupta* and *Sagittaria latifolia* plugs in wetter areas. With proper maintenance, adequate cover could likely be achieved within 3-5 years.



Figure 2. Alcove area during August. Note denuded bank in foreground.

## B. Wetland Shrub-Scrub Unit

### Existing Condition

The Wetland Shrub-Scrub Unit extends over 0.63 acres from the base of the slope west of the developed mini-park area and north of the main trail. Current native vegetation cover consists of a mix of species

such as *Salix sitchensis*, *Cornus stolonifera*, *Crataegus douglasii*, *Fraxinus latifolia*, and *Alnus rubra*. Invasive species include *Iris pseudacorus* (yellow flag iris), *Phalaris arundinacea* (reed canary grass), *Crataegus monogynya* (singleseed hawthorn), and others. *Ligustrum sp.*, a horticultural plant, and *Viburnum edule* are also present. There is disagreement among sources concerning the natural range of *V. edule*, but the species was recorded in the urbanizing flora of Portland 1806-2008 (Christy et al. 2009).

Although there is evidence of recent yard debris dumping along the northern boundary of the unit, social trails and trampling are only a minor concern. Approximately 0.48 acres of this area was delineated as palustrine wetland prior to completion of this plan. A recent wetland delineation identified 0.48 acres of palustrine scrub-shrub wetland PSS1Y within this management unit (Spring Park Wetland Delineation Report, 2011).



**Figure 3 Wetland shrub-scrub management unit**

### Desired Future Condition

Increased shrub and small tree canopy cover is desirable here to increase shading and reduce *Phalaris* cover. Increasing diversity would provide greater structural complexity and additional food and cover for pollinators and birds. Recommended plant association includes; *Fraxinus latifolia* / *Spiraea douglasii* Association. Following weed control, species such as *Spiraea douglasii*, *Physocarpus capitatus*, *Lonicera involucrata*, *Rosa pisocarpa*, *Sambucus racemosa*, and *Malus fusca* should be planted in openings throughout the unit to bring the average woody plant density to approximately 2,000 stems per acre. With proper maintenance adequate cover would likely be achieved within 3-5 years.

### **C. Mixed Shrub-Scrub Unit**

#### Existing Condition

The 1.82-acre Mixed Shrub-Scrub Unit extends roughly from north-south along the river at the west end

of the property. It is a dynamic zone of fluctuating water levels, organic debris accumulation, beaver and nutria browse, and heavy traffic by park users during the summer months. The western boundary currently supports mostly *Phalaris* in low lying areas, while *Rubus armenicus* (Himalayan blackberry) predominates in the drier areas prior to recent treatment. Other native species include *Symphoricarpos albus*, *Rosa pisocarpa*, *Fraxinus latifolia* and *Populus balsamifera* as well as non-native *Tanacetum vulgare* (River tansy), *Fallopia Japonica* (Japanese knotweed) and *Lythrum salicaria* (purple loosestrife). This area has many informal trails and is prone to debris flows and annual extremes of soil moisture due to fluctuating water levels and shallow soils in some areas. The north end exists as a small island during much of the year and supports *Populus balsamifera*, *Fraxinus latifolia*, and *Salix lasiandra*. Invasive trees include *Crataegus monogyna* and *Prunus sp.* The shrub layer is largely absent and the herbaceous layer is predominately non-native and includes *Phalaris*, *T. vulgare*, *Lapsana communis* (nipplewort) and other non-native forbs and grasses. Beaver browse is evident by girdled trees and by the sparse woody cover. The southern portion of the unit is currently managed as mowed lawn by the neighboring property owner. A recent wetland delineation did not reveal jurisdictional wetlands within this management unit, however, this is flood plain habitat with wetland vegetation and indicators of wetland hydrology.



Figure 4. Mixed shrub-scrub management unit (wet area)



Figure 5. Mixed shrub-scrub unit (dry area) with wet area in foreground

#### Desired Future Condition

Recommended plant association includes; *Alnus rubra*/*Symphoricarpos albus* association and *Salix hookeriana* association. A dense *Spiraea douglasii* dominated thicket mixed with *Carex obnupta* would provide resilient cover in low lying (i.e., wetter) areas in competition with *Phalaris*. Establishing this cover would require intensive management for 4-5 years and very high initial planting densities. In the higher (i.e., drier) areas an equally dense thicket dominated by *Symphoricarpos albus* would tolerate sporadic winter inundation and summer drought while providing competitive pressure against reinvasion by *R. armenicus*, *Phalaris* and *T. vulgare*. Both of these associations would stand up well to beaver activity and trampling and would provide good habitat for a range of species. Additional plant species could include *Salix lasiandra*, *Physocarpus capitatus*, *Lonicera involucrata*, and *Sambucus racemosa*. Initial woody plant density (90+ percent shrubs) should be 2,400 stems per acre throughout the planting area (See Appendix 2). With proper maintenance this approach will provide adequate cover within 3-5 years. At present, the trail to Willamette River and Elk Rock Island dissect the site through the north end of the unit. This main trail is under water during the rainy season and social trails are formed when the water subsides as park users attempt to reach the river. Continued trampling will present a serious threat to revegetation efforts, but can be minimized through an improved trail alignment and maintenance.

#### **D. Bottomland Forest Unit**

##### Existing Condition

The Bottomland Forest Unit encompasses 1.98 acres between the Shrub-Scrub Wetland and Mixed Upland Forest (West) Units and the north and south to the park boundaries. *Populus balsamifera* (cottonwood) dominates the native tree strata with *Alnus rubra* and *Fraxinus latifolia* as subdominants. This forest type provides important habitat for species such as bald eagle and osprey, which nest

nearby. Bottomland forest is locally underrepresented mainly due to impacts from development. Native shrub species include *Cornus stolonifera* and *V. edule*. Non-native species include *C. monogyna*, *Prunus sp.*, and *Corylus avellana* (European hazel). The herb layer is predominately non-native and includes *Phalaris*, *L. communis* and other non-native forbs and grasses. Additionally, this unit includes approximately 4,295 square feet of right of way (ROW) in an undeveloped section of Lark Street. Approximately half of this undeveloped ROW is being managed by the adjacent landowner as mowed lawn and shed/storage area. The Northern and Eastern boundaries of the ROW were previously planted with exotic conifers.

A recent wetland delineation identified 0.14 acres of forested wetland within this unit (Spring Park Wetland Delineation Report August 2011). Patches of *Carex obnupta* are found in the wetland, which is bisected by the main trail to the Willamette River and Elk Rock Island. This trail is very wide and has been widening annually due to standing water in low lying areas during winter.

#### Desired Future Condition

Management of the long term natural succession of this habitat type is important for providing much needed habitat for sensitive species as well as educational and aesthetic benefits to the public. However, due to public concerns about cottonwood trees near trails, it may be necessary to provide educational signage and to monitor and manage individual trees to ensure continued public safety. Significant trail improvements would likely reduce wetland impacts while providing year round access.

Increased shrub and small tree canopy cover is desirable in this area to increase structural complexity for habitat and to replace non-native cover. Recommended plant association includes (*Fraxinus latifolia*-*Populus trichocarpa*)/*Corylus cornuta*/ *Hydrophyllum tenuipes* association. Species should include *Fraxinus latifolia*, *Symphoricarpos albus*, *Physocarpus capitatus*, *Rubus spectabilis*, *Sambucus racemosa*, *Malus fusca*, *Spiraea douglasii*, and *Rosa pisocarpa*. Initial woody plantings (80+ percent shrubs) should approach 1,500 stems per acre throughout the planting area (See Appendix 2).



Figure 6. Bottomland forest management unit

## E. Native Hedge Unit

### Existing Conditions

The Native Hedge Unit encompasses approximately .5 acres. Most of this area is maintained as mowed lawn by the adjacent property owner to the south without permission from the City of Milwaukee or NCPRD.

### Desired Future Condition

The problem of illegal encroachment in this area should be addressed as soon as possible. Once the boundary has been reestablished, establishment of a native hedge buffer would serve as an effective and attractive barrier between the park and the neighboring property. Native hedges provide wildlife forage and cover, are inexpensive, and require very little maintenance in the long term. Trees may be included, but dominant species should be *Rosa pisocarpa*, *Mahonia aquifolium*, *Rubus leucodermis*, *Symphoricarpos albus*, and *Rubus parviflorus* planted in tight rows with approximate plant and row spacing at two feet on center (See Appendix 2).



Figure 7. Five-year old native hedge (left) along Fanno Creek Trail in Tigard

## F. Mixed Upland Forest (East) Unit

### Existing Conditions

The Mixed Upland Forest area covers approximately 0.83 acres and extends along the slope from the northwest corner of the developed park area south to the park boundary and east to the railroad tracks. Moist soils currently support native species such as *Thuja plicata*, *Pseudotsuga menziesii*, and *Sambucus cerulea*, but *Quercus garryana* seedlings and a single *Arbutus menziesii* occur here as well. *R.armenicus* was dominant in open areas prior to recent treatment and a diverse shrub layer is generally lacking. Other non-native species include *C. avellana*, a moderately invasive species that should be managed on the site and *Juglans nigra* (Black walnut), which presents little invasive risk in the area.



Figure 8. Mixed upland forest management unit (east)

#### Desired Future Condition

Increased canopy cover and a more diverse shrub layer will provide better habitat and reduce the rate of reinvasion by *R. armenicus*. Recommended plant association includes *Pseudotsuga menziesii* / *Toxicodendron diversilobum*/*Symphoricarpos albus* Association. Plantings should include *Quercus garryana*, *Oemleria cerasiformis*, *Symphoricarpos albus*, *Philadelphus lewisii*, *Mahonia aquifolium*, *Sambucus cerulea*, *Acer circinatum*, and *Arbutus menziesii*. Initial woody plant density (70+ percent shrubs) should approach 1,800 stems per acre (See Appendix 2). This unit is bisected by the main trail and impacts from social trails, homeless camping, trampling of new plants, and soil compaction are expected to be moderate.

#### **G. Mixed Upland Forest (West) Unit**

##### Existing Conditions

This area occupies the uplands between the Bottomland Forest and the Oak Woodland Units and covers approximately 0.61 acres. Seasonally dry soils currently support native species such as *Acer macrophyllum*, *Pseudotsuga menziesii*, and *Corylus cornuta*. Invasive species including *Hedera helix* (English Ivy), *Ligustrum sp.*, *Ilex opaca* (holly) and *R. armenicus* should be managed through treatment and cutting. *Prunus laurocerasus* (cherry laurel) and *Acer platanoides* (Norway maple) are scattered throughout and should be left standing for habitat but controlled through girdling and herbicide treatment.



Figure 9. Mixed upland forest management unit (west)

#### Desired Future Condition

Although canopy cover over much of the area is provided by mature *Pseudotsuga menziesii* and *Acer macrophyllum*, recruitment of these species is low and much of the tree and shrub layer consists of non-native species. Replacing non-native cover with natives will improve habitat, help prevent the establishment informal trails, and discourage reinvasion by invasive species. Recommended plant association includes *Quercus garryana* – *Pseudotsuga menziesii* / *Amelanchier alnifolia* association. Removal of invasive trees and shrubs should occur in tandem with revegetation efforts and plantings should include *Oemleria cerasiformis*, *Symphoricarpos albus*, *Philadelphus lewisii*, *Mahonia aquifolium*, *Sambucus cerulea*, *Rosa pisocarpa*, *Acer circinatum*, *Holodiscus discolor*, and *Rubus parviflorus* at a density of 1,800 stems per acre (See Appendix 2).

The main trail to the Willamette River and Elk Rock Island bisects the north end of the unit and has been widening annually due to the steep slope. Additional social trails leading to other portions of the park branch off at the top of the hill. Appropriate trail improvements would reduce the slope and help decrease trampling of vegetation by keeping park users on well-defined trails. Several social trails should be eliminated through the establishment of a single well-defined trail (see Figure 14).

#### **H. Oak Woodland Unit**

##### Existing Conditions

The Oak Woodland Unit covers approximately 1.35 acres, extending to the west and south from the edge of the Mixed Upland Forest Unit. With thin soils and exposed bedrock, this area represents a small remnant of an important and sensitive habitat type similar to portions of nearby Elk Rock Island. Extensive non-native cover and heavy impacts from informal trails present significant management challenges. The area support approximately 20 young oaks (*Quercus garryana*) ranging from one to six inches (dbh), but many of them face competition from surrounding vegetation. Invasive species include

*R. armenicus*, *H. helix*, *Ligustrum* sp., *Rosa eglantheria*, *C. monogyna* and *Prunus avium*. The southern portion of the unit is within the area of encroachment by the neighboring property owner and is currently managed without permission as mowed lawn.



**Figure 10. Oak woodland management unit**

#### Desired Future Condition

Enhancing and protecting this sensitive habitat type will require that pedestrian access be restricted from most of the unit. Achieving this may require a combination of native hedges and temporary or permanent fencing along with significant trail improvements. Initial vegetation management efforts should seek to promote growth of existing oaks through control of competing species. Invasive species control and oak release should be performed in tandem with revegetation throughout the site. Recommended plant association includes *Quercus garryana* / *Toxicodendron diversilobum* / *Elymus glaucus*. Plantings should include some *Q. garryana* but should consist mostly of *Symphoricarpos albus*, *Rubus parviflorus*, and *Rubus ursinus* at an initial density of 1,800 stems per acre (See Appendix 2). A selection of resilient native prairie grass and forb species should be added throughout the site as conditions allow.

#### **VI. Revegetation Practices**

Successful revegetation in the Willamette Valley is both challenging and highly feasible. As defined here, revegetation involves site preparation to reduce or eliminate non-native/invasive vegetation cover through treatment and/or cutting, planting native species, and performing intensive maintenance until native vegetation is fully established. The amount of time and funding necessary to complete this process varies from site to site and is highly dependent on the practices and species used. To be effective in disturbed settings, revegetation must provide conditions that are simultaneously favorable to native species and unfavorable to non-native species. Rapid canopy closure through high density

planting and intensive maintenance is a proven method for achieving such cover. This is especially important in areas such as Spring Park where both aggressive non-native species and heavy pedestrian traffic make plant establishment difficult. Non-native trees provide a significant portion of existing canopy cover within the park. Highly invasive species should be removed outright, while the canopy cover provided by less invasive species can facilitate reestablishment of more appropriate native vegetation. In light of the high cost of tree removal and the habitat value provided by standing dead trees, girdling and treatment may be the preferred control method for most non-native trees in the park. Ongoing monitoring of large trees within the park will help identify potential hazard for removal while leaving those that present little or no risk as valuable habitat.

Plant materials include a combination of seed, plugs, cuttings and bare root stock. In most cases, bare root seedlings ranging from 18 to 24 inches in height comprise the primary planting stock. Reputable nurseries can typically provide all of the appropriate species grown from seed collected within the region. Including existing woody vegetation, initial stem densities should be at least 2,000 woody stems per acre. Trees should generally comprise 20 to 30 percent and shrubs should comprise 70 to 80 percent of the total stems per acre. Most seedlings should be kept free from competition for moisture and sunlight from grasses and other weeds and protected from rodents through the maintenance of circular openings of 18 inches or more until they are fully established.

Revegetation costs vary tremendously with the approach used and the size and condition of a project site. Revegetation cost estimates for each management unit are provided in Appendix 1. The cost estimates reflect current pricing by professional revegetation contractors and are based on the simultaneous implementation of the proposed activities across the site. Revegetation of one or a few management units, or the use of different approaches may result in higher costs. Revegetation using the above described approach typically results in the three recognizable project phases summarized in Table 2.

**Table 2. Revegetation phases**

Revegetation Phase	Description
Planting Implementation	The period leading to establishment that includes site preparation, initial planting, follow up inter-planting, and regular, well-timed maintenance. In W. Oregon this period typically requires significant inputs over three to five years with initial plant densities of 2,000+ stems per acre and good practices.
Establishment	A period characterized by vigorous growth of native plants and a visible trend towards decreasing competition from undesirable species. Duration is typically two to three years with reduced but regular seasonal maintenance.
Stewardship	Indefinite period in which reestablished plant community is both ecologically stable and monitored (informally or otherwise). Maintenance is limited to occasional treatment of invasive species or other minor interventions.

## **VII. Alcove Overlook and Instream Enhancement**

This project proposes the addition of large wood within the alcove/backwater channel and creation of a well-defined overlook area for a scenic viewpoint and excellent wildlife viewing opportunities (see Figure 3 for example). This element aims to improve fish and wildlife habitat as well as access to nature. The area contains a small wetland on the south bank and also contains a significant amount of bedrock. Wood instillation may occur on both sides of the alcove (north and south)

The proposed project will create a well defined overlook point for visitors to view the alcove and Elk Rock Island during 6-9 months of the year when high water from the Willamette River floods the whole west side of the park. This overlook will be approximately 20 ft in diameter and composed of  $\frac{3}{4}$  inch minus base rock at a 6 inch depth topped with  $\frac{1}{4}$  inch minus at a depth of 4 with lots of fines. This will create a compacted surface that should withstand normal visitor use.

The proposed project will also restore habitat by enhancing an existing large alcove/backchannel to benefit Coho and other salmonids. Within this reach of the Willamette River current Endangered Species Act includes; Lower Columbia River (LCR) and Upper Willamette River (UWR) Chinook, LCR and UWR Steelhead, LCR chum, LCR eulachon. Species of concern: Pacific lamprey and white sturgeon. The alcove along this stretch of the Willamette will provide refuge habitat for anadromous fish. During high flow events, it will serve as a slack-water refuge -- a place for them to feed, rest, save energy, and increase in size. Large wood will be installed in the alcove to provide overhead cover and protect the fish from predators, as well as to provide food (e.g., macroinvertebrates that inhabit the woody structures). Minnows and juvenile salmonids will also benefit and will serve as a source of food for Coho. Other fish species will directly benefit as well. Coho are the dominant fish species in the system. If there is no appropriate backchannel habitat for them, they compete with steelhead, chum and other fish species for in-stream habitat. The alcove will provide Coho with needed refugia, and the steelhead and others will be able to reside in the main channel without this competition. However, to be clear, Steelhead, chum, and other species will use this alcove too. Work will be carried out in compliance with all federal, state, and local laws and ordinances. A Joint Permit from Oregon DSL and US Army Corps of Engineers is required, as is documentation from the City of Milwaukie that the project complies with local land use ordinances. Plans and designs have not been completed at this time but will have direct oversight by the permit agencies and ODFW. Although cost estimates are not provided for the proposed elements, NCPRD and its partners recently developed a similar project concept for Mt. Scott Creek in North Clackamas Park (see below)

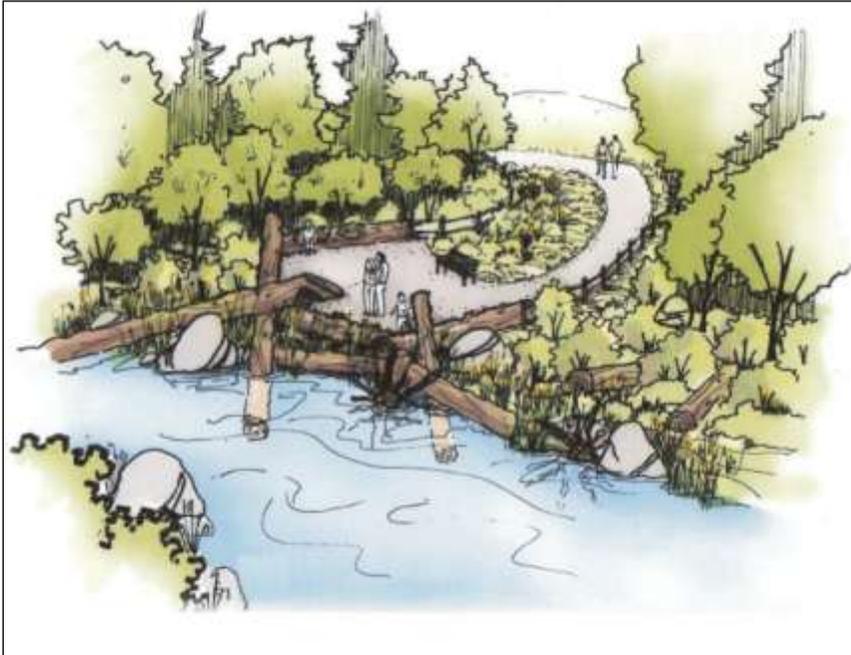


Figure 11. Log jam and gathering area concept (from Inter Fluve/GreenWorks, Mt. Scott Creek Restoration 2011)

### VIII. Delineated Wetlands

Wetlands were delineated within the park on June 23 and 24 and August 10, 2011. Three wetland areas were identified including two areas of palustrine scrub-shrub wetland totaling 0.53 acres and 0.14 acres of palustrine forested wetland. The total delineated wetland area within the study area is 0.67 acres. The delineated wetland boundaries are shown in Figure 14. For complete wetland delineation details see *Spring Park Wetland Delineation Report, 2011-Guillozet Consulting LLC*.

### IX. Park Trails

#### Existing Conditions

One main trail leads from the existing pocket park trailhead south and then veers west toward the river (Figure 14). Many other smaller social trails have formed in part due to the desire to see other portions/habitats of the park, hide from other visitors, avoid the wetlands and high water and more. The main trail has been widening over time because during the wet weather pooling water on the trail forces users to seek higher ground and walk on the edges of the trails. The edges of the trails are higher but they also contain vegetation which then gets trampled and then become devegetated, thus widening the trail even further. The trail surface is mostly bare soil, ranging in width from six to 20 feet with an average of nine feet. An informal social trail branches from the main trail at the top of the slope near the center of the park and bisects the Oak Woodland Unit. Another informal trail runs roughly north-south through the Oak Woodland Unit along the edge of the Ordinary High Water line and intersects the main trail near the Alcove

Unit. These and several other small trails range from two to six feet wide with an average width of three feet.



Figure 12. An example of the impacts of informal trails in the mixed shrub-scrub Unit



Figure 13. Fishing and viewing area with denuded banks in the alcove unit

#### Proposed Trail Improvements

Prior to realignment of park trails, a public process and review by the City of Milwaukie, Portland Parks and Recreation and the Portland Bureau of Environmental Services occurred. While Figure 14 shows existing and proposed trail alignments, further analysis of social trail patterns, with an emphasis on seasonal monitoring and trends, may be necessary to fully inform appropriate trails alignment. The proposed *New Trail Alignment* shifts the middle portion of the existing main trail slightly to the south to higher ground. To eliminate wetland impacts, the proposed trail is located just south of the wetland boundary.

Accommodating this alignment involves minor vegetation removal and a limited amount of grading (~10 cubic yards) to prepare the bed and to moderate slopes.

As noted earlier, park users tend to gather at the edge of the Alcove Unit, where current conditions are poor due to a combination of heavy use and seasonally fluctuating water levels. A more detailed analysis and design for large wood and boulder placement combined with resilient native vegetation establishment (e.g., thicket forming shrubs) would protect the banks, provide cover for fish and a stable area for fishing and wildlife viewing, and direct park users to appropriate locations for recreation.

The tendency of park users to seek a loop toward the southwest corner of the park can be accommodated with an improved trail that reduces impacts to native vegetation and provides viewing opportunities.

The proposed *New Trail Alignment continues* at the base of the slope near the Alcove Unit and follows a contour above Ordinary High Water to connect with the *Elk Rock Trail* at Spring Parks western boundary. Under this plan, all other existing primary and secondary trails are closed and revegetated. Proposed trail dimensions and cost estimates are provided in Appendix 3.

Plans to formalize park trails must consider the Americans with Disabilities Act (ADA), which requires newly constructed and altered “places of public accommodation” to be readily accessible to and usable by individuals with disabilities. However, technical provisions for outdoor access routes and accessible trails may not apply if compliance: 1) causes substantial harm to cultural, historic, religious or significant natural features or characteristics; 2) substantially alters the nature of the setting or purpose of the facility; 3) requires construction methods or materials that are prohibited by Federal, state or local regulations or statutes; or 4) is infeasible due to terrain or prevailing construction practices.

Portland Park’s Trail Design Guidelines for Portland’s Park System (May 2009) is a useful reference for trail design. To preserve the natural characteristics of the site, the recommended options for an improved trail system are either the *Moderate Challenge Hiking Trail* or *Accessible Hiking Trail* trail types. The *Moderate Challenge Hiking Trail* features a soil, wood chip or gravel surface with a width of 18 to 30 inches. Slopes range from 0 to 8 percent with a cross slope of 2 to 4 percent. This trail type includes landings of 60 inches square every 1,000 feet and offers limited wheelchair access. A more substantial trail option is the *Accessible Hiking Trail* with a width of 4 to 10 feet with passing areas. The surface could consist of soil, gravel, or wood chips with a longitudinal slope of 0 to 5 percent (8 percent for max. 50ft) and a cross-slope less than or equal to 2 percent. This trail type offers wheelchair access. Both trail types require 8-foot vertical clearance and 2 feet of horizontal clearance from the side of tread.

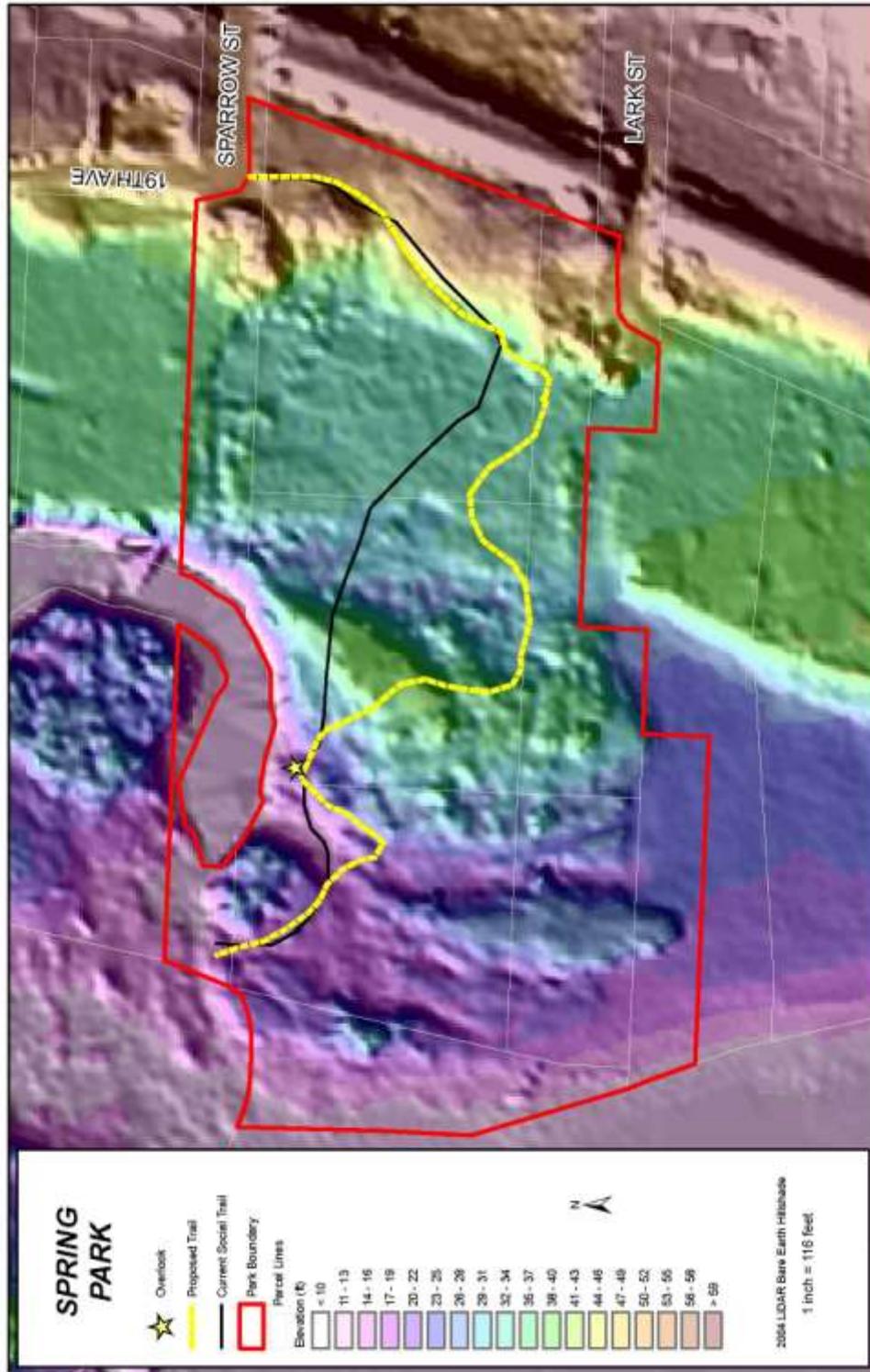


Figure 14. Existing and proposed trail alignments

## X. Educational Signage

According to the *Spring Park Master Plan*, neighbors and advocates requested clear and consistent signage conveying the sensitive nature of the plant and wildlife habitat within Spring Park. Phase II plans include the installation of an interpretive kiosk near the park entrance and smaller interpretive signs along the formal trail describing habitat types and encouraging users to stay on the trail. One major challenge of establishing new trail alignments will be closing the existing alignments. Although signs may help, they will be insufficient by themselves and should complement an aggressive trail closure and maintenance project that employs a combination of revegetation, temporary or permanent split rail fencing and thorny brush piles and large wood to block access for former routes. As vandalism is reportedly common in Spring Park and at Elk Rock Island, signs must be durable and secured to prevent removal. Active, ongoing site management will be necessary to maintain and replace damaged or stolen signs.

It will be important to work with Portland Parks and Recreation to determine a theme for the interpretive signage that is consistent with the visitors experience noting natural elements but also cultural elements including some information about Elk Rock Island.

It is generally agreed that because of high vandalism at this park a phased approach might be the most cost efficient way to determine the location and type of signage that visitors will learn from but also protect from vandalism. One example is suggesting that a interpretive sign be placed at the trailhead where neighbors can help watch for vandals and where the park sees the most frequent visitor traffic. Dependent on the success of the trailhead sign others may be placed and or different types of signage may be recommended.

Typical interpretive sign example below:



## **XI. References**

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## Appendices

### Appendix 1. Summary of Spring Park enhancement cost estimates

Revegetation <sup>1</sup>	Planting Implementation/Establishment					
	Year 1	Year 2	Year 3	Year 4	Year 5	Subtotal+15%
Alcove	\$1,663	\$618	\$353	\$335	\$335	\$3,799
Wetland Shrub-Scrub	\$1,905	\$922	\$631	\$521	\$521	\$5,173
Mixed Shrub-Scrub	\$6,445	\$2,600	\$1,256	\$937	\$937	\$14,000
Bottomland Forest	\$5,082	\$2,068	\$993	\$1,942	\$993	\$12,739
Native Hedge	\$1,085	\$588	\$363	\$342	\$321	\$3,105
Mixed Upland Forest (East)	\$2,827	\$1,179	\$736	\$591	\$591	\$6,811
Mixed Upland Forest (West)	\$2,643	\$990	\$620	\$514	\$514	\$6,073
Oak Woodland	\$4,013	\$1,933	\$773	\$1,807	\$773	\$10,693
Subtotal	\$24,000	\$10,280	\$5,371	\$6,652	\$4,648	<b>\$62,392</b>
<b>Trail Improvements</b>						<b>\$76,698</b>
<b>Alcove Channel and Bank Enhancements</b>						<b>TBD</b>
					<b>Grand Total</b>	<b>\$139,089</b>

<sup>1</sup>Revegetation costs are based on simultaneous implementation across management units

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## Appendix 2. Revegetation cost estimates

Management Unit: Alcove

Acres: 0.1 (banks only)

2011 materials and contracted labor cost estimates. Actual project costs may vary significantly.

Phase	Task	Month	Year	Unit	Unit Cost	Units	Cost/Acre	Year	Subtotal
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	1	Hr	\$75.00	11.00	\$825.00	YR 1	\$4,369.09
Planting Implementation	Spot Spray Target Vegetation	Sep/Oct	1	Ac	\$175.00	0.50	\$87.50	YR 2	\$1,492.27
Planting Implementation	Bare Root Plant	Jan-Mar	1	Ea	\$0.50	2000.00	\$1,000.00	YR 3	\$1,125.00
Planting Implementation	Bare Root Plant Installation	Jan-Mar	1	Ea	\$0.28	2000.00	\$569.09	YR 4	\$650.00
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Mar	1	Ac	\$175.00	0.50	\$87.50	YR 5	\$650.00
Planting Implementation	Cut Target Vegetation	May	1	Ac	\$250.00	0.50	\$125.00	<b>5 Year Total</b>	<b>\$8,286.36</b>
Planting Implementation	Wetland Plug	May-Jun	1	Ea	\$0.50	2000.00	\$1,000.00	<b>Total + 15% Contingency</b>	<b>\$9,529.32</b>
Planting Implementation	Wetland Plug Installation	May-Jun	1	Ea	\$0.25	2000.00	\$500.00		
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	1	Ac	\$175.00	1.00	\$175.00		
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	2	Hr	\$75.00	8.00	\$600.00	<b>Species</b>	<b>Initial Quantity*</b>
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	2	Ac	\$175.00	1.00	\$175.00	<i>Carex obnupta (plugs)</i>	500
Planting Implementation	Bare Root Plant	Jan-Mar	2	Ea	\$0.50	500.00	\$250.00	<i>Cornus stolonifera</i>	50
Planting Implementation	Bare Root Plant Installation	Jan-Mar	2	Ea	\$0.28	500.00	\$142.27	<i>Lonicera involucrata</i>	50
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Mar	2	Ac	\$150.00	1.00	\$150.00	<i>Physocarpus capitatus</i>	50
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	2	Ac	\$175.00	1.00	\$175.00	<i>Rosa pisocarpa</i>	50
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	3	Hr	\$75.00	8.00	\$600.00	<i>Sagittaria latifolia (plugs)</i>	500
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	3	Ac	\$175.00	1.00	\$175.00	<i>Sambucus racemosa</i>	50
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	April	3	Ac	\$175.00	1.00	\$175.00	<i>Spiraea douglasii</i>	50
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	3	Ac	\$175.00	1.00	\$175.00	*Interplant as necessary	<b>1300</b>
Establishment	Plant purchase, contractor coordination, oversight and work inspection	All	4	Hr	\$75.00	4.00	\$300.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	4	Ac	\$175.00	1.00	\$175.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	May	4	Ac	\$175.00	1.00	\$175.00		
Establishment	Plant purchase, contractor coordination, oversight and work inspection	All	5	Hr	\$75.00	4.00	\$300.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	5	Ac	\$175.00	1.00	\$175.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	5	Ac	\$175.00	1.00	\$175.00		
Stewardship	Occasional maintenance as needed (e.g., spot spray, interplanting)	All	6+	Ac	\$300.00	1.00	\$300.00		

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**Management Unit: Wetland Shrub-Scrub**

**Acres: 0.63**

2011 materials and contracted labor cost estimates. Actual project costs may vary significantly.

Phase	Task	Month	Year	Unit	Unit Cost	Units	Cost/Acre	Year	Subtotal
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	1	Hr	\$75.00	8.00	\$600.00	YR 1	\$1,904.89
Planting Implementation	Cut Target Vegetation	Jul	1	Ac	\$300.00	0.63	\$189.00	YR 2	\$921.91
Planting Implementation	Spot Spray Target Vegetation	Sep/Oct	1	Ac	\$175.00	0.63	\$110.25	YR 3	\$630.75
Planting Implementation	Bare Root Plant	Jan-Mar	1	Ea	\$0.50	800.00	\$400.00	YR 4	\$520.50
Planting Implementation	Bare Root Plant Installation	Jan-Mar	1	Ea	\$0.28	800.00	\$227.64	YR 5	\$520.50
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Mar	1	Ac	\$175.00	0.63	\$110.25	<b>5 Year Total</b>	<b>\$4,498.55</b>
Planting Implementation	Cut Target Vegetation	May	1	Ac	\$250.00	0.63	\$157.50	<b>Total + 15% Contingency</b>	<b>\$5,173.33</b>
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	1	Ac	\$175.00	0.63	\$110.25		
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	2	Hr	\$75.00	6.00	\$450.00		
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	2	Ac	\$175.00	0.63	\$110.25	<b>Species</b>	<b>Initial Quantity*</b>
Planting Implementation	Bare Root Plant	Jan-Mar	2	Ea	\$0.50	200.00	\$100.00	<i>Lonicera involucrata</i>	150
Planting Implementation	Bare Root Plant Installation	Jan-Mar	2	Ea	\$0.28	200.00	\$56.91	<i>Malus fusca</i>	150
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Mar	2	Ac	\$150.00	0.63	\$94.50	<i>Physocarpus capitatus</i>	150
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	2	Ac	\$175.00	0.63	\$110.25	<i>Rosa pisocarpa</i>	150
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	3	Hr	\$75.00	4.00	\$300.00	<i>Sambucus racemosa</i>	150
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	3	Ac	\$175.00	0.63	\$110.25	<i>Spiraea douglasii</i>	150
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	April	3	Ac	\$175.00	0.63	\$110.25	*Interplant as necessary	<b>900</b>
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	3	Ac	\$175.00	0.63	\$110.25		
Establishment	Plant purchase, contractor coordination, oversight and work inspection	All	4	Hr	\$75.00	4.00	\$300.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	4	Ac	\$175.00	0.63	\$110.25		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	May	4	Ac	\$175.00	0.63	\$110.25		
Establishment	Plant purchase, contractor coordination, oversight and work inspection	All	5	Hr	\$75.00	4.00	\$300.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	5	Ac	\$175.00	0.63	\$110.25		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	5	Ac	\$175.00	0.63	\$110.25		
Stewardship	Occasional maintenance as needed (e.g., spot spray, interplanting)	All	6+	Ac	\$300.00	0.63	\$189.00		

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**Management Unit: Native Hedge**

**Acres: 0.12**

2011 materials and contracted labor cost estimates. Actual project costs may vary significantly.

Phase	Task	Month	Year	Unit	Unit Cost	Units	Cost/Acre	Year	Subtotal
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	1	Hr	\$75.00	10.00	\$750.00	YR 1	\$1,922.05
Planting Implementation	Spot Spray Target Vegetation	Sep/Oct	1	Ac	\$175.00	0.50	\$87.50	YR 2	\$522.86
Planting Implementation	Bare Root Plant	Jan-Mar	1	Ea	\$0.50	1000.00	\$500.00	YR 3	\$712.50
Planting Implementation	Bare Root Plant Installation	Jan-Mar	1	Ea	\$0.28	1000.00	\$284.55	YR 4	\$625.00
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Mar	1	Ac	\$175.00	0.50	\$87.50	YR 5	\$537.50
Planting Implementation	Cut Target Vegetation	May	1	Ac	\$250.00	0.50	\$125.00	<b>5 Year Total</b>	<b>\$4,319.91</b>
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	1	Ac	\$175.00	0.50	\$87.50	<b>Total + 15% Contingency</b>	<b>\$4,967.90</b>
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	2	Hr	\$75.00	0.50	\$37.50		
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	2	Ac	\$175.00	0.50	\$87.50		
Planting Implementation	Bare Root Plant	Jan-Mar	2	Ea	\$0.50	300.00	\$150.00	<b>Species</b>	<b>Initial Quantity*</b>
Planting Implementation	Bare Root Plant Installation	Jan-Mar	2	Ea	\$0.28	300.00	\$85.36	<i>Mahonia aquifolium</i>	200
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	April	2	Ac	\$150.00	0.50	\$75.00	<i>Rosa pisocarpa</i>	200
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	2	Ac	\$175.00	0.50	\$87.50	<i>Rubus leucodermis</i>	200
Planting Implementation	Plant purchase, contractor coordination, oversight and work inspection	All	3	Hr	\$75.00	6.00	\$450.00	<i>Symphoricarpos albus</i>	200
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	3	Ac	\$175.00	0.50	\$87.50	<i>Rubus parviflorus</i>	200
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	April	3	Ac	\$175.00	0.50	\$87.50	*Interplant as necessary	<b>1000</b>
Planting Implementation	Spot Spray (ring plants as necessary and spray target vegetation)	Jun	3	Ac	\$175.00	0.50	\$87.50		
Establishment	Plant purchase, contractor coordination, oversight and work inspection	All	4	Hr	\$75.00	6.00	\$450.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	Oct	4	Ac	\$175.00	0.50	\$87.50		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	May	4	Ac	\$175.00	0.50	\$87.50		
Establishment	Plant purchase, contractor coordination, oversight and work inspection	All	5	Hr	\$75.00	6.00	\$450.00		
Establishment	Spot Spray (ring plants as necessary and spray target vegetation)	May	5	Ac	\$175.00	0.50	\$87.50		
Stewardship	Occasional maintenance as needed (e.g., spot spray, interplanting)	All	6+	Ac	\$300.00	0.50	\$150.00		

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## Appendix 3. Trail improvements cost estimates

2011 materials and contracted labor cost estimates. Actual project costs may vary significantly.

Project Element	Avg. Width (ft)	Length (ft)	Unit	Cost/Unit	No. Units	Extended Cost
Design and permitting	-	-	Hour	\$125.00	70.0	\$8,750.00
Clearing, Grubbing and Grading	7	1900	Sq. Ft.	\$1.25	13300	\$16,625.00
Granular subbase	5	1900	Sq. Ft.	\$1.25	9500	\$11,875.00
Granular surface	5	1900	Sq. Ft.	\$1.25	9500	\$11,875.00
Seed/Mulch	4	1900	Sq. Ft.	\$0.50	7600	\$3,800.00
Trail signage	-	-	Each	\$150.00	12	\$1,800.00
<b>Subtotal</b>						<b>\$54,725.00</b>
Other costs (10%)						<b>\$5,472.50</b>
						<b>\$60,197.50</b>

DRAFT

**Appendix 4. Master plant list**

<b>Species</b>	<b>Initial Quantity<sup>1</sup></b>
<i>Acer circinatum</i>	150
<i>Amelanchier alnifolia</i>	50
<i>Arbutus menziesii</i>	50
<i>Carex obnupta (plugs)</i>	1500
<i>Cornus stolonifera</i>	350
<i>Fraxinus latifolia</i>	200
<i>Holodiscus discolor</i>	100
<i>Lonicera involucrata</i>	400
<i>Mahonia aquifolium</i>	400
<i>Malus fusca</i>	350
<i>Oemleria cerasiformis</i>	200
<i>Philadelphus lewisii</i>	200
<i>Physocarpus capitatus</i>	800
<i>Quercus garryana</i>	150
<i>Rosa pisocarpa</i>	2000
<i>Rubus leucodermis</i>	100
<i>Rubus parviflorus</i>	1200
<i>Rubus spectabilis</i>	400
<i>Rubus ursinus</i>	500
<i>Sagittaria latifolia</i>	500
<i>Salix lasiandra</i>	200
<i>Sambucus cerulea</i>	100
<i>Sambucus racemosa</i>	600
<i>Spiraea douglasii</i>	1700
<i>Symphoricarpos albus</i>	3700
<b>Total</b>	<b>15900</b>
<sup>1</sup> Interplant with appropriate species as necessary	

Appendix 5. Spring Park oak inventory



Appendix 6. Soil survey map

