CLACKAMAS COUNTY

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

AGENDA

Thursday, February 18, 2016 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-13

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of a Contract between Housing Authority of Clackamas County and Lake Oswego Construction, Project No. 15002 for Modernization of 10 Dwelling Units

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

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

1. Board Order No. _____ Approval to Refer a Question to Voters in May 2016 for General Obligation Bonds to Replace and Upgrade the C800 Emergency Radio System and Necessary Components (Laurel Butman, County Administration and Chris Storey, County Counsel)

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

Public & Government Affairs

1. Board Order No. _____ Approving an Expansion of the Cable Television Franchise Service Area with Comcast of Oregon II, Inc. (Gary Schmidt)

Department of Transportation & Development

2. Discussion of the Road Ahead Advisory Ballot (Barb Cartmill)

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

A. Health, Housing & Human Services

1. Approval to Apply for Preschool Promise: Mixed Delivery Model Grant from Oregon Department of Education – Early Learning Division – *Children, Youth & Families*

2. Approval of Amendment No. 1 to the Agency Services Contract with Northwest Family Services for Children of Incarcerated Parents (CIP) Parenting Inside Out and Youth Mentoring – *Children, Youth & Families*

3. Approval of Agency Services Contract with Clackamas Women's Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*

4. Approval of a Sub-recipient Agreement with Todos Juntos for Youth Drug and Alcohol Prevention – Canby, Sandy, Estacada, Molalla – *Children, Youth & Families*

5. Approval for a Revenue Agreement with CareOregon for the Clinic Capacity Building Project – *Health Centers*

6. Approval of Intergovernmental Agreement No. 45025, Amendment No. 2, with the State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program as the Regional Coordinator for the Four (4) County Metro Aging & Disabilities Resource Connection Consortium – *Social Services*

B. Department of Transportation & Development

1. Delegation of Authority to the Director of the Department of Transportation & Development to Execute a Quitclaim of a Permanent Slope Easement for a Planned Redeployment Adjacent to SE Sunnyside Road

C. Elected Officials

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

D. Business & Community Services

1. Approval of an Intergovernmental Agreement between Clackamas County, the City of Oregon City, Metro and the State of Oregon, State Parks for the Willamette Falls Legacy Project site

VI. DEVELOPMENT AGENCY

1. Approval of a Disposition and Development Agreement with LaNoue Development LLC for Acquisition of Real Property

VII. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval and Acceptance of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1.

2. Approval of the Contract Documents with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Tum-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant - *Purchasing*

3. Approval of Contract Documents between Clackamas County Service District No. 1 and OBEC Consulting Engineers, Inc. for Consulting Services Related to the Clackamas County Service District No. 1 82nd Dr. Bridge North Approach Replacement Project - *Purchasing*

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

Health, Housing & Human Services
CLACKAMAS COUNTY

February 18, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a modernization contract between Housing Authority of Clackamas County (HACC) and Lake Oswego Construction for Project # 15002
Modernization of 10 Dwelling Units

Purpose/Outcomes	Approval to sign contract with Lake Oswego Construction to modernize 10 Public Housing units.
Dollar Amount and Fiscal Impact	Not to Exceed sum of $684,757.00
Funding Source	HUD Federal Capital Grant Funds – No County General Funds are involved.
Safety Impact	Bring units up to current code and safety standards.
Duration	March 10, 2016 – November 1, 2016
Previous Board Action	none
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	7565

BACKGROUND:
The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department, requests the approval of a contract with Lake Oswego Construction to modernize 10 dwelling units to bring old units back up to market conditions and current codes. Repairing these type of old units in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

Lake Oswego Construction was selected through a competitive Invitation to Bid process. The scope of work includes various components of 10 dwellings at scattered locations, in Clackamas County. Includes site work, landscaping, doors, roof, windows, siding, heating systems, electrical upgrades, kitchens, bathrooms, plumbing, flooring, cabinets and painting.

RECOMMENDATION:
Staff recommends the approval to of the contract with Lake Oswego Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

FORM OF CONTRACT
PROJECT #15002
Contract #c001-16

THIS AGREEMENT made this **8** day of **February** in the year 2016 by and between **LAKE OSWEGO CONSTRUCTION** a business entity organized and existing under the laws of the state of Oregon, hereinafter call the "Contractor", and **the Housing Authority of Clackamas County** hereinafter call the "PHA".

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **MODERNIZATION OF 10 DWELLING UNITS** AT PUBLIC HOUSING, a prevailing wage project, **#15002**, in strict accordance with the Specifications referred to herein, all as prepared by the Housing Authority of Clackamas County, which said Specifications and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the not to exceed sum of six hundred eighty four thousand seven hundred fifty seven dollars **($684,757.00)**

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

a. This Instrument
b. Bid Documents
c. General Conditions
d. Addendum(s)
e. Special Conditions
f. Specifications
g. Scope of Work
h. Drawings

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4. Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, commissioners, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon

damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees.

ARTICLE 5. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279.051, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE 6. The Contractor agrees that in the event the Contractor fails to pay for labor and services, the PHA will pay for them and withhold these amounts from payments to the Contractor per ORS 279C.515; OAR 839-025-0200(2)(a).

ARTICLE 7. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520; OAR 839-025-0020(2)(b)

ARTICLE 8. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work per OAR 839-025-0020(2)(c).

ARTICLE 9. The Contractor agrees to make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from worker’s wages per ORS 279C.530; OAR 839-025-0020(2)(d).

ARTICLE 10. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(c); OAR 839-025-0020(3).

ARTICLE 11. The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(a).

ARTICLE 12. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(b).

ARTICLE 13. Tax Laws.

13.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

13.2 Contractor must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

a. Termination of this agreement, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in **three** original counterparts as of the day and year first above written.

(This document consists of four sections)

Attest:

Lake Oswego Construction
(Contractor)

(Authorized Representative's Signature / Date)

Steve Mitchell, Owner
(Authorized Representative's Name / Title - Print or Type)

54-1661323
(Federal I.D. Number)

5290 Childs Road, Lake Oswego, OR 97035
(Business Address - Street, City, State, Zip)

#90969
(State of Oregon CCB License Number)

Attest:

Housing Authority of Clackamas County
(Owner)

(Authorized Representative's Signature / Date)

Richard Swift, Director of H3S
(Authorized Representative's Name / Title - Print or Type)

HACC, P.O. Box 1510, 13900 S. Gain St., Oregon City, OR 97045
(Business Address - Street, City, State, Zip)

CERTIFICATION

I Steve Mitchell

certify that I am the Owner

at the corporation named as Contractor herein, that Steve Mitchell

who signed this Contract on behalf of the Contractor, was then Owner

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

(Authorized Representative's Signature / Date)

Steve Mitchell, Owner
(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)

CLACKAMAS COUNTY

OFFICE OF THE COUNTY ADMINISTRATOR
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

February 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of a Board Order to Refer a Question to Voters in May 2016 for
General Obligation Bonds to Replace and Upgrade
the C800 Emergency Radio System and Necessary Components

Purpose/Outcomes	Declares the intent for Clackamas County to place a measure on the May 2016 ballot on behalf of the C800 Radio Group for General Obligation bonds to replace the obsolete emergency radio communication system.
Dollar Amount and Fiscal Impact	The maximum value of the bonds is up to $58.7 million. Estimated cost per $1,000 of Assessed Value will be $0.10 annually. No funding from the County is required other than that regularly budgeted in the Sheriff's Office.
Funding Source	Tax-exempt General Obligation bonds/debt obligations.
Duration	N/A – referral of ballot question to voters
Previous Board Action	The latest policy session on this issue was held January 26, 2016 with the Board of Commissioners at which time the Board instructed staff to finalize ballot measure language to place the question on the May 2016 ballot on C800's behalf per their request and schedule a hearing before the Board.
Strategic Plan Alignment	This action aligns with the following Board strategic priorities: • Build Public Trust through Good Government: supports and assists a cooperative effort among multiple agencies and two counties to best serve the public in emergencies • Build a Strong Infrastructure: replacement and upgrade of the emergency responder radio system will provide more resilient and effective public safety radio system infrastructure • Ensure Safe, Healthy and Secure Communities: anticipated new infrastructure resulting from the bond proceeds will better allow emergency responders to provide safe and secure communities for all residents of Clackamas County
Contact Person	Laurel Butman, Deputy County Administrator, 503-655-8893 Chris Storey, Senior Legal Counsel, 503- 742-4623

Background:
Clackamas County has been asked by the Board of Directors of the C800, an ORS 190 agency which provides emergency radio communications in Clackamas County, to place a measure on the May 2016 ballot asking voters to approve a countywide General Obligation Bond levy to finance replacement of the emergency radio system and necessary components thereof. The proposed debt issuance would total approximately $59 million.

The current radio system which serves Clackamas County first responders including Fire Districts, Police Departments, the County Sheriff, City Central Dispatch Agencies, and Emergency Medical Responders, was built in 2000 utilizing technology that had been developed during the 1990's. The system, which is on the verge of obsolescence and prone to unpredictable failures, is under vendor support only until 2017. Many system components are no longer manufactured.

In order to replace the current system with needed supporting infrastructure and modernized radios, C800 has been working with the Washington County Consolidated Communications Agency (WCCCA) which jointly owns and runs this antiquated technology for emergency dispatch and communications, to create a reliable update to the systems which benefit both Counties.

At the request of C800, Clackamas County plans to place the question before the voters seeking their approval to issue General Obligation debt to finance Clackamas County's portion of this replacement project. Washington County is also pursuing a General Obligation bond on the same timeline for its portion of the project.

This project, if voter-approved for financing, will provide the County and its residents with a reliable and up to date system of emergency radio communications that will interact cooperatively with Washington County's compatible technology to continue the joint system. The solution will be viable well into the future.

The County will be the issuer of this debt and the debt service will be provided through a voter approved levy estimated to cost about $26.25 per year for the average household.

The Board is asked to adopt a resolution to submit the language in Attachment A for placement on the May 2016 ballot.

Recommendation:
Staff respectfully recommends that the Board adopt the attached Board Order with the ballot language provided in Attachment A.

Respectfully submitted,

Laurel Butman
Deputy County Administrator

Chris Storey
Senior Legal Counsel

updated

In the Matter of Calling
An Election on the Question of
Authorizing General Obligation Bonds
For the Modernization of Emergency
Communications System and
Related Matters

ORDER NO. 2016-____

WHEREAS, the Board of County Commissioners ("BCC") is desirous of proposing a general obligation bond to the voters of Clackamas County on behalf of the Clackamas 800 Radio Group ("C800") to support capital needs of emergency responders, as requested by the collective offices of fire, ambulance and law enforcement agency members of C800 (the "Partners"); and

WHEREAS, the emergency radio system is in great need of upgrade to meet the current and future needs of Clackamas County residents; and

WHEREAS, this project, if voter-approved for financing, will provide the County and its residents with a reliable and up to date system of emergency radio communications that will interact cooperatively with Washington County's compatible technology to continue a joint system operated to maximize the value of taxpayer dollars. The project, upon completion, will provide reliable service well into the future; and

WHEREAS, the County will be the issuer of this debt and the debt service will be provided through a voter approved levy estimated to cost about $25.30 per year for the average household, which in turn will be distributed to the Partners for use in implementation of the Project;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS:

1. A measure election is hereby called for the purpose of allowing voters to consider the question of authorizing the issuance of general obligation bonds in the name of Clackamas County in an aggregate principal amount not to exceed $59,000,000. Bond proceeds will be used to:
    a. Convert the emergency radio system to current technology;
    b. Expand coverage to county areas that currently have none;
    c. Add in-building capabilities so emergency radio sets will function within hospitals and schools;
    d. Replace approximately 1000 analog radios used by emergency responders;
    e. Improve reliability during major disasters; and
    f. Purchase land and repay debt to facilitate any of the foregoing.

2. The measure election hereby called shall be held in Clackamas County on Tuesday, May 17, 2016.

3. The County shall submit ballot language substantially in the form attached hereto as

Attachment A and related explanatory statement describing the intended uses of the bond proceeds, subject only to ministerial correction by staff.

4. The County hereby authorizes the Chair, the County Administrator, the County Counsel or their designees to submit, sign, publish notice and otherwise take all necessary action to effectuate the foregoing.

DATED this 18th day of February, 2016.

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

In the Matter of Calling An Election on the Question of Authorizing General Obligation Bonds for the Modernization of Emergency Communications System and Related Matters

ORDER NO.

WHEREAS, the Board of County Commissioners ("BCC") is desirous of proposing a general obligation bond to the voters of Clackamas County on behalf of the Clackamas 800 Radio Group ("C800") to support capital needs of emergency responders, as requested by the collective offices of fire, ambulance and law enforcement agency members of C800 (the "Partners"); and

WHEREAS, the emergency radio system is in great need of upgrade to meet the current and future needs of Clackamas County residents; and

WHEREAS, this project, if voter-approved for financing, will provide the County and its residents with a reliable and up to date system of emergency radio communications that will interact cooperatively with Washington County's compatible technology to continue a joint system operated to maximize the value of taxpayer dollars. The project, upon completion, will provide reliable service well into the future; and

WHEREAS, the County will be the issuer of this debt and the debt service will be provided through a voter approved levy estimated to cost about $26.25 per year for the average household, which in turn will be distributed to the Partners for use in implementation of the Project;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS:

1. A measure election is hereby called for the purpose of allowing voters to consider the question of authorizing the issuance of general obligation bonds in the name of Clackamas County in an aggregate principal amount not to exceed $59,000,000. Bond proceeds will be used to:

    a. Convert the emergency radio system to current technology;
    b. Expand coverage to county areas that currently have none;
    c. Add in-building capabilities so emergency radio sets will function within hospitals and schools; and
    d. Replace approximately 1000 analog radios used by emergency responders.

2. The measure election hereby called shall be held in Clackamas County on Tuesday, May 17, 2016.

3. The County shall submit ballot language substantially in the form attached hereto as Exhibit A and related explanatory statement describing the intended uses of the bond proceeds, subject only to ministerial correction by staff.

4. The County hereby authorizes the Chair, the County Administrator, the County Counsel or their designees to submit, sign, publish notice and otherwise take all necessary action to effectuate the foregoing.

DATED this 18TH day of February, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Recording Secretary

Attachment A

CAPTION: General Obligation Bonds to replace obsolete emergency radio communications system.

(10/10)

QUESTION: Shall County replace obsolete first responders emergency radio communications system; expand coverage; reinforce for disasters; issue $59 million in bonds? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

(20/20)

SUMMARY: When the public calls 9-1-1 for help, Clackamas County's emergency communications system dispatches all fire and rescue, law enforcement, and ambulance providers countywide. Although the system has worked for decades, manufacturers no longer make key parts and towers are not designed to withstand the earthquakes predicted for Oregon.

If approved, bonds will pay for replacement of the emergency communications system including:

- Convert the emergency radio system to current technology;
- Expand coverage to county areas that currently have none;
- Add in-building coverage, so radios can function within hospitals, schools;
- Improve reliability during major disasters;
- Replace many analog radios countywide; and
- Purchase land, repay debt.

For accountability, a citizen committee will provide oversight.

Bonds would be paid over 16 years or less.

Projected tax rate for bonds is estimated not to exceed 10¢ per $1,000 of assessed value. Actual rate may vary depending on market conditions. Typical homeowners with a 2016 average assessed (not market) value of $262,514 would pay about $26.25 annually or a little over $2 a month.

(174/175)

Clackamas County Measure No. __-___

Clackamas County Emergency Communications System Bond Measure

Explanatory Statement

The existing emergency radio communications system for Clackamas County was built in the 1990s as a multi-agency effort to ensure emergency responders, including fire, law enforcement, and ambulance providers, could quickly and safely respond to emergencies.

Who uses the emergency communications system?
When a call for help is made to 9-1-1, the emergency radio system enables dispatchers to get all necessary emergency responders to the caller's location as quickly as possible. The system also provides the vital link among responders in the field to coordinate, request backup and get aid to people in crisis. The system is used by fire and rescue, city police, the County Sheriff, and EMS/ambulance responders countywide. The system is run by the Clackamas 800 Radio Group (C800), a partnership of public safety agencies.

Why does the system need to be updated?
Four key issues prompt the need for the system upgrades contemplated by the bond:

- *Changes in Emergency Communications Technology* – Equipment for the current system is obsolete and reaching the end of its serviceable life. Manufacturers no longer make key replacement parts because they have transitioned to newer technology, and finding used parts for the system has become increasingly difficult.

- *Growing Demand for Emergency Services* – Population and emergency call volume have grown and are anticipated to increase further over the coming decades. Up-to-date equipment is necessary to ensure that the system remains effective.

- *System Coverage* – The existing system has limited or no coverage in rural areas including Mt. Hood, the Clackamas River drainage, and portions of South County. The existing system also has limited functioning and coverage within large buildings such as schools, hospitals, and commercial structures. Purchasing additional sites, adding towers, and expanding coverage inside buildings will increase system availability.

- *Need to Improve Reliability During Major Disasters* – The system must be designed, built and maintained to a much higher standard than consumer telecommunications so it can work reliably during a storm, earthquake, or other major emergency, even if landline or cell phone networks overload or fail. Updated equipment and strengthened facilities will improve reliability of the system during severe weather, major earthquakes, and other disasters.

How much would the system improvements cost?
The proposal would raise an estimated $59 million for capital improvements, equipment upgrades, and replacement of analog radios currently used by first responders countywide. These funds would be generated through the County's issuance of general obligation bonds that are expected to be paid over 16 years or less.

How much would this measure cost property taxpayers?
The projected levy rate is estimated to be approximately 10¢ per $1,000 of assessed value. Actual rate may vary depending on changes in bond interest rates and assessed values. This rate would be levied over 15 years or less. A typical homeowner would pay about $26.25 in 2016 or a little over $2 a month assuming an average assessed (not market) value of $262,514.

More information?
Call C800 at 503-780-4806 or visit the website at www.C800.org.

(490/500)

CLACKAMAS COUNTY

GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

February 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

BOARD ORDER IN THE MATTER OF AN EXPANSION OF THE CABLE TELEVISION FRANCHISE SERVICE AREA WITH COMCAST OF OREGON II, INC.

Purpose/Outcome	Amend the Franchise Agreement with Comcast of Oregon II, Inc. to expand the cable franchise service area.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective immediately
Previous Board Action/Review	The original franchise agreement was approved by Board Order No. 2010-16 on February 18, 2010.
Strategic Plan Alignment	Build Trust Through Good Government
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	N/A

BACKGROUND:
Comcast of Oregon II, Inc. desires to expand their service area to provide service to the "Street of Dreams" project and other residential properties between the existing service area map (Attachment "A") and the "Street of Dreams" project (Attachment "B"). The expansion of the service area will provide needed cable and other services to underserved areas of unincorporated Clackamas County.

It is in the public interest to expand the service area to provide cable services to additional areas of unincorporated Clackamas County. The expansion of service area will benefit both current and future residents of the area with Comcast of Oregon II, Inc. providing state-of-the-art technology as a competitive provider. All areas included in this service area expansion will comply with the requirements of the Cable Franchise Agreement between Clackamas County and Comcast of Oregon II, Inc. and the Clackamas County Cable Ordinance. The expansion of service area will become effective immediately.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

RECOMMENDATION:
Staff respectfully recommends the Board approve the expansion of the Comcast of Oregon II, Inc. service area be approved to serve this unincorporated area of Clackamas County.

Respectfully submitted,

Gary Schmidt, Director
Public and Government Affairs

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

In the matter of an Expansion of the Cable Television Franchise service area With Comcast of Oregon II, Inc.,	}	Order No:

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on February 18, 2016 to consider an expansion of the service area of the cable television franchises with Comcast of Oregon II, Inc., an Oregon corporation, the "Franchisee."

WHEREAS, Comcast of Oregon II, Inc., holds a cable television franchise with Clackamas County, with the area of that franchise set by a "service area" map (Attachment "A") and desires to expand this service area to provide service to the "Street of Dreams" project and other residential properties between the existing service area and the "Street of Dreams" project (Attachment "B"); and

WHEREAS, the expansion of the service area will provide needed cable and other services to underserved areas of Clackamas County; and

WHEREAS, it is in the public interest to expand the service area to provide cable services to additional areas of unincorporated Clackamas County;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the franchise service area granted to Comcast II of Oregon, Inc. shall be expanded to include those areas as shown on Attachment "B," thus providing cable television and other services those residents and future residents of the defined area. All areas included in this service area expansion will be subject to the rules and regulation and requirements of the Franchise between Clackamas County and Comcast II of Oregon, Inc.

DATED this ____ day of February, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Recording Secretary

COMCAST

January 14, 2016

Gary Schmidt, Director
Public & Government Affairs
Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Re: Expansion of Cable Franchise Area

Dear Mr. Schmidt:

Comcast Cable is partnering with the "2016 Street of Dreams (SODs)" by providing fiber to the development, thus allowing the developer(s) to display the latest in home entertainment and security options available in Clackamas County. The site of this year's project is located on Pete's Mountain Road, which is a West Linn address but is actually in unincorporated Washington County – an area that is not currently served by Comcast, as it is outside our service area – as defined by our franchise agreement with the County.

In order to provide service to this area, Comcast needs an expansion of its current service area – which would require approval by the Clackamas County Board of County Commissioners (BOCC). The proposed expansion area encompasses approximately fifty (50) acres and would result in an extension of Comcast's fiber by 11,756 feet, which would serve the nine (9) residences in the SODs development, plus an additional twelve (12) residences that would be passed by the fiber extension.

Comcast is requesting that the expansion of the franchise area 2250 (as shown on the accompanying maps) be approved by the Clackamas BOCC, thus allowing us to extend our fiber to this area of unincorporated Clackamas County.

I would be able to attend the BOCC meeting on January 29th, thus being available to answer any questions the BOCC may have of Comcast.

Sincerely,

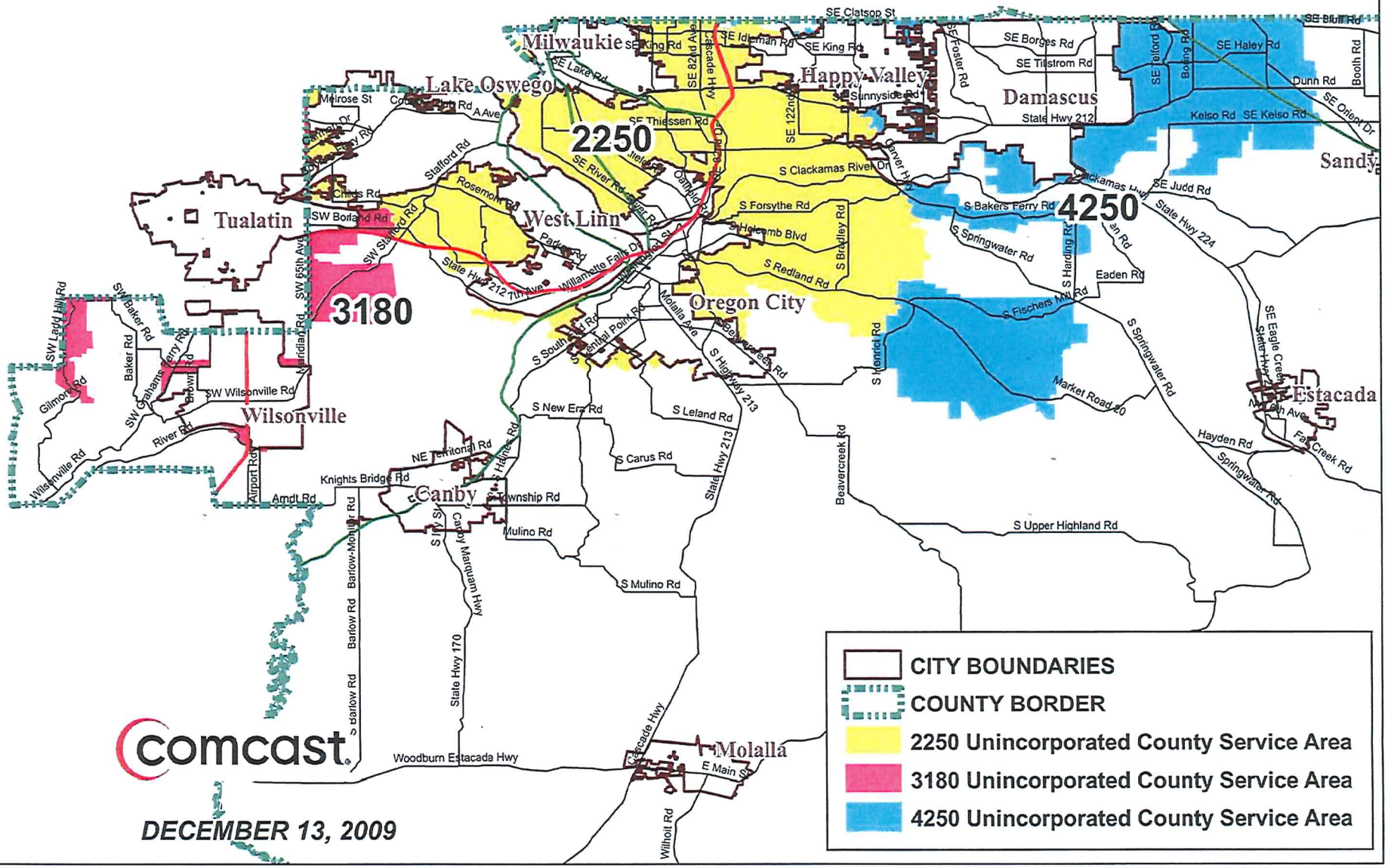
Tim Goodman,
Director, Government Affairs

TRG/trg

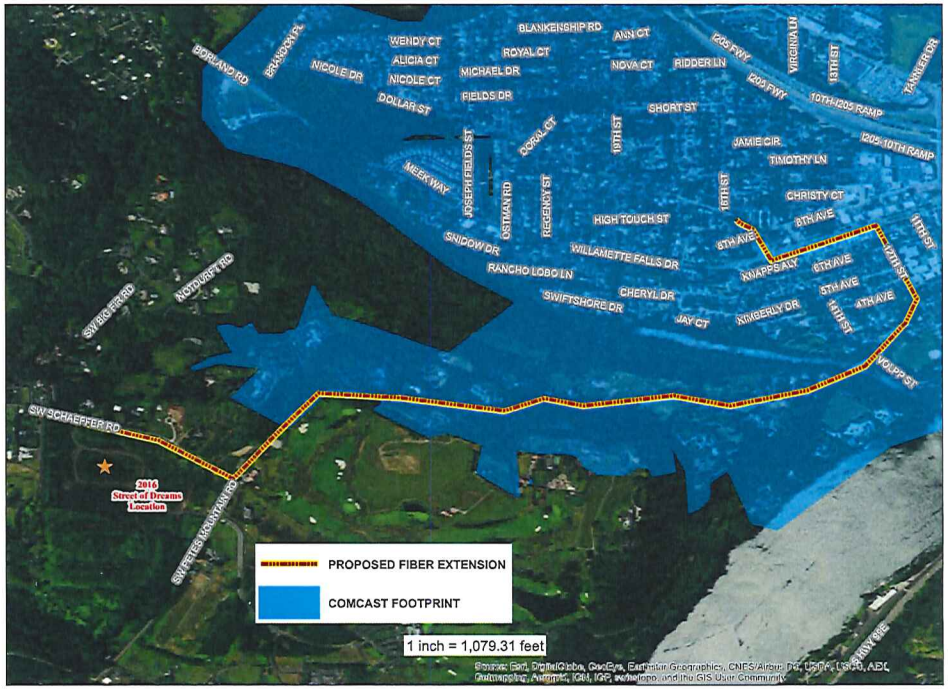
Attachments

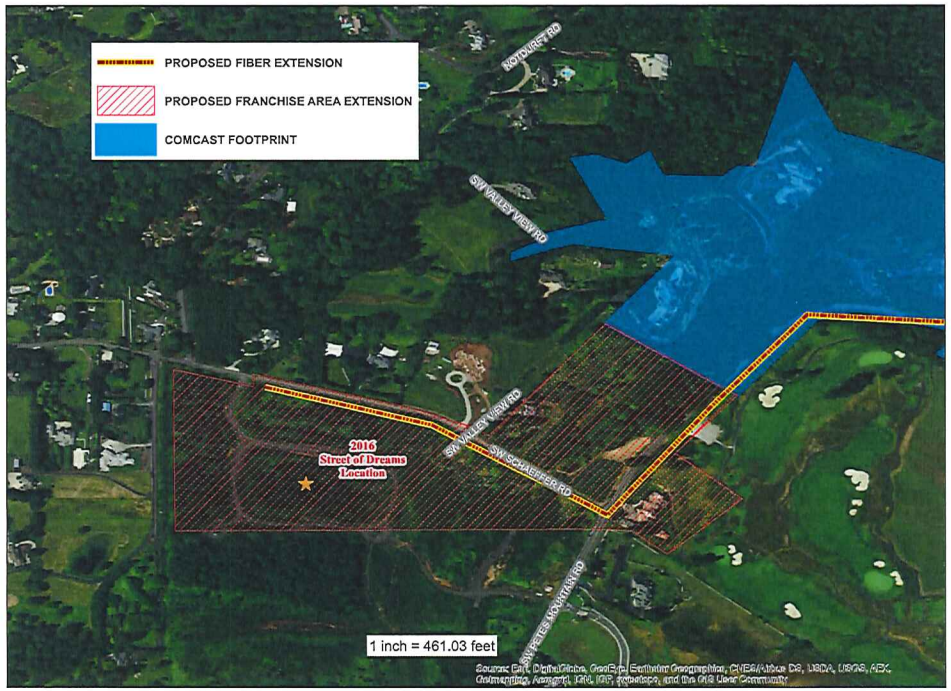
Attachment "A"

CLACKAMAS COUNTY UNINCORPORATED SERVICE AREAS



Attachment "B"





2016
Street of Dreams

COMCAST

JANUARY 4, 2016

CLACKAMAS COUNTY

M. BARBARA CARTMILL
DIRECTOR

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

February 18, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

The Road Ahead Advisory Ballot

Purpose/Outcomes	Discussion about advisory questions on the need for road maintenance and safety funds, to include on the May 17, 2016 election ballot
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Vote is planned for May 17, 2016
Previous Board Action	Numerous policy sessions, planning sessions and business meeting discussions over the past few years
Strategic Plan Alignment	Build a Strong Infrastructure: By 2019, 120 additional miles of county roads will be improved to 'good to excellent' status Build Public Trust Through Good Government: By 2020, Clackamas County will achieve the Strategic Results in the Strategic Plan.
Contact Person	Barbara Cartmill – 503-742-4326
Contract No.	N/A

BACKGROUND:

On Feb. 9, the Board of County Commissioners approved placing up to three advisory measures on the May 17, 2016 ballot. On Feb. 16 the Board is scheduled to further discuss the measures and tentatively decide to place up to three advisory measures related to future possible requests for voter approval to establish a local source of funding for county roads on the May 17, 2016 ballot. [The exact measures will be added to this document Feb. 16, after the Board Policy Session.]

The Board is taking this action because of the long-running and increasing need for a steady, local source of funds to keep our roads well-maintained and safe.

At this time more than 50% of Clackamas County's 1,400 miles of roads are in fair or poor condition. County road funds primarily come from gas taxes and vehicle registration fees, and the law prevents the use of ad valorum (property) taxes for roads. The county has used its road funds as efficiently as possible, but is not able to keep pace with road maintenance and safety needs. Currently there is a $17 million gap each year between the funds needed to repair roads and available revenue.

CLACKAMAS COUNTY

M. BARBARA CARTMILL
DIRECTOR

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

Every year, a larger percentage of county roads slip into disrepair, and the county doesn't have the necessary revenue to keep up with crucial maintenance needs. Waiting also comes at a price, as the cost to reconstruct a road in the future is more than 10 times greater than the cost of providing preventive maintenance today.

Ongoing preventive maintenance also plays a critical role in keeping our roads safe. Smooth roadways, clear lane markings, unobstructed sightlines, functional culverts, signage and well-marked intersections are vital to reducing crashes and helping to keep travelers safe.

RECOMMENDATION:
Staff recommends the Board further discuss these advisory measures and ask for input from the public.

Respectfully submitted,

M. Barbara Cartmill, Director, Transportation & Development

DRAFT

Draft ballot title:

Advisory Vote on Pursuing Public Funding of County Road Maintenance

Draft ballot question:

Shall the county pursue voter-approved funding for deferred road maintenance and safety improvements on the November 2016 ballot?

Draft ballot summary:

Clackamas County is considering remedies to a significant deficiency in road maintenance funds. Over 50% of Clackamas County's 1,400 road miles are in fair or poor condition.

Road funds primarily come from gas taxes and vehicle registration fees; law forbids using ad valorum (property) taxes for roads. The county uses road funds efficiently, but is unable to keep pace with maintenance needs. There is a $17 million annual gap between funds needed to maintain roads and revenue.

Every year, a larger percentage of county roads slip into disrepair, and the county doesn't have the necessary revenue to keep up. Waiting also comes at a price, as the cost to reconstruct a road in the future is more than 10 times greater than the cost of providing preventive maintenance today.

Ongoing preventive maintenance is critical to safe roads. Smooth roadways, clear lane markings, unobstructed sightlines, drainage and well-marked intersections help reduce crashes and keep travelers safe.

This advisory vote is intended to gauge voter interest in the issue, not preclude any future action by the County.

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

February 18, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to apply for Preschool Promise: Mixed Delivery Model Grant from Oregon Department of Education – Early Learning Division

Purpose/Outcomes	Create 100 slots of affordable high-quality, culturally-relevant preschool options for families experiencing poverty.
Dollar Amount and Fiscal Impact	Application asks for 10,000 to 15,000 per slot equaling a potential of 1-million to 1.5-million in funds.
Funding Source	Oregon Department of Education- Early Learning Division
Duration	Upon signature, agreement covers the period of May 1, 2016 through June 30, 2017.
Previous Board Action	This request has not previously been referred to the Board.
Strategic Plan Alignment	1. Individuals and Families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Rodney A. Cook, Director CYF 503-650-5677
Contract No.	N/A

Background: The Children, Youth and Families Division of the Health, Housing and Human Services Department request the approval to apply for the Preschool Promise: Mixed Delivery Model Grant from the Department of Education, Early Learning Division.

The mixed-delivery model is a limited pilot and will likely fund four or five regions of the state. Funding for mixed-delivery preschool will be directed through the selected Early Learning Hubs in order to encourage collaboration among programs and promote a regional approach to serving families. Clackamas County Early Learning Hub's leadership has elected to pursue a joint application with three other Hubs that include: Early Learning Multnomah, Early Learning Washington County and Northwest Early Learning Council Hub. Collectively, this partnership covers six Oregon counties: Clackamas, Clatsop, Columbia, Multnomah, Tillamook, and Washington. These six counties represent 1.8 million people and 47% of Oregon's total population. This shared approach provides a level of shared learning, efficiency in support and training, and systems building that any individual Hub would have difficulty achieving.

Recommendation:
We recommend the approval of this request to apply and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

February 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment 1 to the
Agency Services Contract with Northwest Family Services
for Children of Incarcerated Parents (CIP) Parenting Inside Out and Youth Mentoring

Purpose/Outcomes	Expands youth mentoring services, child care, and adds staffing support to the Children of Incarcerated Parents Committee.
Dollar Amount and Fiscal Impact	Amendment adds $42,154 for a maximum contract value of $156,934
Funding Source	Amended amount consists of CYF funds and Early Learning Hub funds
Duration	Effective upon signature and terminates on June 30, 2016
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF - 7235

BACKGROUND:
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Amendment to the Agency Service Contract with Northwest Family Services for Children of Incarcerated Parents CIP services. The amendment expands services to include child care, youth mentoring, and staffing support to the CIP committee. A total of 80 families/75 children will be served in Parenting Inside Out classes, a minimum of 28 youth will be matched with mentors, support groups, and additional activities, and child care will be provided during 27 class sessions.

No County General funds are involved in this contract**.** This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Contract Amendment (FY 15-16)
Health, Housing and Human Services

HHHS Contract Number: 7235

Board Order Number

Division: CYF/HHHS

Amendment No. 1

Contractor: Northwest Family Services, Inc.

Amendment Requested By: CYF

Changes: (X) Scope of Service
( ) Contract Time
(X) Contract Budget
( ) Other:

Justification for Amendment: This contract is being increased by $42,154 to a new total of $156,934 to cover increased cost for new services.

Amend: Contract Amount: $114,780
$65,000 - Parenting Inside Out Classes
$ 2,780 - PIO food
$47,000 - Youth Mentoring

To Read: Contract Amount: $156,934
$65,000 - Parenting Inside Out (County GF)
$ 2,780 - Parenting Inside Out (Pass-through Benevolent Foundation)
$47,000 - Youth Mentoring ($47,000 Pass-through Benevolent Foundation)
$30,000 - Youth Mentoring (CYF Fund Balance one-time funding)
$ 2,904 - Child Care Services (CYF Early Learning Hub)
$ 9,250 - CIP Staff Support Services (County GF)

Amend: Work Plan Exhibit

Parenting Inside Out

By June 30, 2016 conduct a minimum of 6-8 series of 24 classes at accessible times and locations with up to 80 parents and 75 children;

By June 30, 2016 participating families will be linked to community services;

By June 30, 2016 provide family and/or group support to a minimum of 60 parents to enhance parenting skills.

Youth Mentoring

By June 30, 2016 a minimum of 28 youth are referred by school, PreventNet, Homeless Liaisons and other community partners will be met with weekly (minimum 10 times per quarter);

By June 30, 2016 a minimum of 4 weekly support groups with a minimum of 20 youth (minimum 8 times per quarter).

By June 30, 2016 a minimum of 28 youth will be matched with a mentor to provide individual support services

By June 30, 2016 a minimum of 28 youth will participate in at least 3 field trips over the contract period

To Read: Work Plan Exhibit #1 –
By June 30, 2016, provide child care services during a minimum of 23 parenting classes.

Parenting Inside Out
By June 30, 2016 conduct a minimum of 6-8 series of 24 classes at accessible times and locations with up to 80 parents and 75 children;

By June 30, 2016 participating families will be linked to community services;

By June 30, 2016 provide family and/or group support to a minimum of 60 parents to enhance parenting skills.

Youth Mentoring
By June 30, 2016 a minimum of 28 youth are referred by school, PreventNet, Homeless Liaisons and other community partners will be met with weekly (minimum 10 times per quarter);

By June 30, 2016 a minimum of 4 weekly support groups with a minimum of 20 youth (minimum 8 times per quarter).

By June 30, 2016 a minimum of 28 youth will be matched with a mentor to provide individual support services.

By June 30, 2016 a minimum of 28 youth will participate in at least 3 field trips over the contract period.

Childcare Services
By June 30, 2016 provide child care services (27 classes, 3 hours per class, with 3 staff persons) during OPEC sponsored parenting sessions.

Children of Incarcerated Parent Committee – Staff Support
By June 30, 2016, as per CIP staff support job description, provide a minimum of 2 hours per week staff support to CIP committee.

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

Agency/Contractor

Northwest Family Services, Inc.
Organization Name

6200 SE King Road
Address

Portland, OR 97222
City, State, Postal Code

_____
Signature

Executive Director
Title

_____
Date

CLACKAMAS COUNTY
Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board:

_____
Richard Swift, Director
Health, Housing and Human Services Dept.

_____
Date

_____
Rodney A. Cook, Director
Children, Youth & Families Division

_____
Date

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

February 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agency Services Contract with Clackamas Women's Services
for Evidence-based Parenting Education Classes

Purpose/Outcomes	Provide parenting education classes enhance teaching skills and competencies of parents to promote child social/emotional well-being
Dollar Amount and Fiscal Impact	Contract has a maximum value of $5,950. No match is involved. No County General Funds are involved.
Funding Source	Oregon Community Foundation
Duration	Effective January 1, 2016 and terminates on June 30, 2016
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	H3S/CYF 7546

BACKGROUND:
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Clackamas Women's Services to provide parent education and skills training to a minimum of 8 parents. Classes will improve the quality of parent/child interaction and support healthy child development. Services are paid on a cost reimbursement basis.

This agreement has a maximum value of $5,950. No County General funds are involved and no match is required**.** It is effective January 1, 2016 and terminates June 30, 2016. County Counsel has reviewed this contract as part of the H3S contract standardization project.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

February 18, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Todos Juntos for
Youth Drug and Alcohol prevention – Canby, Sandy, Estacada, Molalla

Purpose/Outcomes	Provide drug and alcohol prevention services for youth that identify risk factors such as poor school performance, truancy, alcohol and drug use, and negative peer association.
Dollar Amount and Fiscal Impact	$26,350 Federal Funds: CFDA Number 93.959 Substance Abuse Prevention and Treatment Block Grant No County General Funds are involved
Funding Source	US Department of Health and Human Services
Duration	Effective January 1, 2016 and terminates on June 30, 2016
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Brian McCrady 503-650-5681
Contract No.	7567

BACKGROUND:
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Todos Juntos. Services include drug and alcohol prevention services for youth, prevention/early intervention and referral, mental health assessment, support and referral, peer mentoring, guided support/assets-building groups and universal prevention curricula.

No County General funds are involved in this contract**.** This contract has been reviewed and approved by County Counsel and has a maximum value of $26,350.

RECOMMENDATION:
Staff recommends the Board approval of this contact and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County. The contract is effective as of January 1, 2016.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

February 18, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the
Clinic Capacity Building Project

Purpose/Outcomes	Project is to promote strategic efforts to improve delivery systems at the Clackamas County Health Centers Division (CCHCD) clinics. As well as increase the number of CareOregon members seen and reduce the number of days for available appointments.
Dollar Amount and Fiscal Impact	CareOregon will pay CCHCD $300,000. There may be an additional bonus dependent upon success of project. The bonus is based on the increase of number of clients seen during reporting period. Due to the unknown bonus factor this is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	CareOregon
Duration	Effective December 1, 2015 and terminates on November 30, 2016
Previous Board Action	No previous Board actions
Strategic Plan Alignment	1. Efficient and Effective Services 2. Build a strong infrastructure
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7561

BACKGROUND:
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Clinic Capacity Building Project.

Clinic Capacity Building Project is to promote strategic efforts to improve deliver systems at the Clackamas County Health Centers Division (CCHCD) clinics. As well as increase the number of CareOregon members seen and reduce the number of days for available appointments.
This contract has been reviewed by County Counsel on February 04, 2016.

This contract is effective December 1, 2015 and continues through November 30, 2016. The agreement is retro-active due to late receipt by contractor.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Clackamas County Agreement #7561

CareOregon, Inc.
Letter of Agreement

This Letter of Agreement ("Agreement") is between CareOregon, Inc. ("CareOregon") and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division ("Provider") for the time period of December 1, 2015 through November 30, 2016.

Project: Clinic Capacity Building
Provider Contact: James Wilson
E-mail: jwilson2@clackamas.us

CareOregon Agreement Number: 15-1215E
CareOregon Project Number: 59
CareOregon Contact: Jennifer Lane
E-mail: lanej@careoregon.org

I. Project Description:

This program will invest in stimulating innovative and strategic efforts to transform the health care delivery system. The funds will be used to support sustainable efforts focused on systemic changes though Care Coordination and Transitions activities and Systems Integration activities.

Funded projects will improve health quality of members and will target CareOregon's membership. Projects are based on best practice models and will focus on improving health outcomes, promoting wellness activities, and encouraging the use of data to improve outcomes.

II. Project Objectives:

The goals of this initiative are to:

A. Improve health quality;
B. Improve CareOregon member experience; and
C. Increase the likelihood of better health outcomes by engagement in Primary Care, reported by metrics described below.

III. Terms:

A. Provider will select one (1) Program of Focus, as defined in Exhibit A, I.
B. Provider will report to CareOregon on one or more Improvement Metric(s), as defined in Exhibit A. III, related to their Program of Focus. Improvement Metrics, detailed in Exhibit A, will be calculated and documented monthly and submitted quarterly. The baseline for measuring improvement will be the Provider's calculated data point for September 2015.
C. Provider will report on Improvement Metrics identified in Exhibit A and present outcomes of the program to CareOregon quarterly. Metrics will be calculated and documented monthly during the course of the program. The outcome for consideration of improvement will be the Provider's data point at conclusion of the project.
D. Provider will report on a quarterly basis an assessment of the performance of the program, adjustments of program based on the results, and a definition of changes to implement following a process improvement methodology.
E. Success of the program will be determined by CareOregon's evaluation of a positive impact on CareOregon members' health.
F. Either party can terminate this Agreement with 30 days written notice.

IV. Payment:

A. CareOregon will pay Provider an initial payment of $150,000 upon signature of this Agreement.
B. CareOregon will pay Provider a second payment of $150,000 contingent on the following:
    1. CareOregon receives second quarterly Improvement Metric report within 30 days after the end of the quarter. Report is due by June 30, 2016
    2. Provider is open to assignment of additional Oregon members.
C. Provider is eligible to receive an additional payment of $50 per increased capacity to be paid in December 2016, as defined is Exhibit A. IV.

IV. General Provisions:

A. Should Provider's Health Care Services Agreement with CareOregon terminate, this funding will cease immediately upon written notification of termination of the Health Care Services Agreement. Provider agrees to refund any paid amounts prorated from the date of termination of the Health Care Services Agreement through November 30, 2016.
B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
C. Provider agrees to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon will suffice as written approval.
D. CareOregon waives its interest in any copyrights it may have over materials produced as a result of Fund support. If Provider asserts copyright interest over any materials produced as a result of Fund support, Provider will grant CareOregon a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, summarize, excerpt, or otherwise use, in print or electronic forms, including electronic databases, any materials produced in connection with this Agreement.
E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
F. Provider is not eligible to participate in this Agreement if Provider is being monitored by CareOregon's Peer Review Committee.

Agreed to on behalf of Clackamas County:	Agreed to on behalf of CareOregon, Inc.:
_____	_____
Signature	Signature
Name:_____	Name:_____
Title: _____	Title: _____
Date:_____	Date:_____

EXHIBIT A

METRIC and BONUS

I. Program of Focus:

__X_ Capacity Building

____ Patient Engagement

II. Program Description:

Clackamas County will create team-based care with the County Health Department and increase the number of patients assigned that are engaged in care. Clackamas County will increase clinic capacity to serve patients by increasing Registered Nurse visits per day and utilizing CareOregon Panel Coordinators to address patient issues that do not require a healthcare provider intervention.

Clinics participating in this Agreement are:
Beavercreek
Gladstone Community Clinic
Sandy Health and Wellness
Sunnyside Health and Wellness

III. Improvement Metrics:

Metric	Data Source	Target	Baseline Date or Value
Increase CareOregon members seen for a Care Team visit	CareOregon assignment and claims data	60%	49.5
Reduce days to 3rd next available appointment	Provider	18 days	14 day

IV. Bonus Eligibility:

Provider will qualify for a $50 per increased capacity bonus payment in December 2016 up to a maximum noted below in item A and B, if the following increase is met:

A. Providers with a baseline of 500 to 4,999 members that meet or exceed an increase in capacity of 10% from baseline will be paid $50 per increased capacity up to a maximum of 15% from baseline.
B. Providers with a baseline greater than or equal to 5,000 members that meet or exceed an increase in capacity by 5% from baseline will be paid $50 per increased capacity up to a maximum of 7% from baseline.

Baseline for bonus will be based on total capacity as of as of December 1, 2015. Baseline will be compared to total capacity on November 30, 2016. The difference will be used to calculate the increase in capacity and a $50 per increased capacity bonus will be paid up to the maximum value defined

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

February 18, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #145025, Amendment #2, with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program as the Regional Coordinator for the Four (4) County Metro Aging & Disabilities Resource Connection Consortium

Purpose/Outcomes	Social Services-Money Management Program, in partnership with members of the Metro Aging & Disabilities Resource Connection Consortium (ADRC), to coordinate the of expansion of Money Management program services to seniors and people with disabilities who are at least 60 years of age and have limited incomes and assets.
Dollar Amount and Fiscal Impact	The total agreement is $217,241. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2015 through June 30, 2016
Previous Board Action	022717-A3 Original Agreement Approved 062614-A4 Amendment #1 Approved
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. *2.* This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6570

BACKGROUND:
The Social Services Division of the Health, Housing and Human Services request the approval of Amendment #2 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program Regional Coordination. This amendment is retroactive to July 31, 2015. The Money Management Program (MMP) is a protective service for low income seniors and disabled adults who need help managing their finances. MMP assists seniors and people with disabilities to manage their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. MMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. MMP clients are referred by their case managers to receive money management services.

The four county members of the Metro ADRC Consortium (Clackamas, Columbia, Multnomah and Washington) continue to work in partnership to expand MMP in the region. Regional Coordination for

this project continues to be provided by Clackamas County Social Services MMP which will utilize its current organizational payee structure to move the expansion forward. This amendment provides funding to continue these efforts.

Social Services Division is the designated Regional Sponsor for the Metro ADRC Consortium designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division. This amendment increases the maximum funding from $73,000 to $217,241 for the duration of the project. The original agreement and this amendment were reviewed and approved by County Council. This amendment is on July 31, 2015 and terminates on June 30, 2016.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 145025

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
Acting by and through
Social Services Division
Attention: Brenda Durbin
2051 Kaen Road
Oregon City, OR 97045
Telephone: (503)655-8640
Facsimile: (503) 650-5722
E-mail address: sbandes@co.clackamas.or.us

hereinafter referred to as "County."

RECITALS

WHEREAS, DHS and County entered into that certain Agreement number **145025** effective on **February 28 ,2014** incorporated herein by this reference (the Agreement);

WHEREAS, DHS and County intended to amend the Agreement to extend its effectiveness through **June 30, 2016**;

WHEREAS, the proposed amendment number **02** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on **July 31, 2015** in accordance with its terms; and

WHEREAS, DHS and County desire to reinstate the Agreement in its entirety as of **July 31, 2015**, and to amend the Agreement (once reinstated) to extend its effectiveness through **June 30, 2016**, as set forth herein.

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

AMENDMENT

1. **Reinstatement.** DHS and County hereby reinstate the Agreement in its entirety as of **July 31, 2015** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. DHS and County further agree that, upon the amendment of **Section 1. "Effective Date and Duration"** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. "Effective Date and Duration"**, as amended, subject to the termination provisions otherwise set forth in the Agreement.

2. **Amendment:** The Agreement is hereby amended as follows:

   a. **Section 1. "Effective Date and Duration"** only, is deleted in its entirety and restated as follows:

      1. **Effective Date and Duration**

         This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **February 28, 2014**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2016**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

   b. Section 3, **Consideration**, subsection a, only is amended to increase the current maximum not-to-exceed amount of **$73,000.00** by $144,241.00 for a new maximum not-to-exceed amount of **$217,241.00**.

   c. Effective August 1, 2015 **EXHIBIT A-2 Part 1 Statement of Work**, is added to to this Agreement and applies to the services provided from August 1, 2015 through expiration. Exhibit A, Part 1 Statement of Work applies to this Agreement for the period of February 28, 2014 through July 31, 2015.

   d. Effective August1, 2015 **EXHIBIT A Part 2 Statement of Work Payment and Financial Reporting,** is deleted in its entirety and restated as set forth in Attachment 2, **EXHIBIT A Part 2 Payment and Financial Reporting,** attached hereto..

   e. Effective August 1, 2015, **EXHIBIT A Part 3 Statement of Work, Special Terms and Conditions,** Section 4**Background Checks,** and 5 **Media Disclosure**, are deleted in their entirety and restated as follows:

      4. **Background Checks.**

         The work under this Agreement by the County is subject to background check requirements through the DHS Background Check Unit, pursuant to

OAR 407-007-0200 through 407-007-0370, and as such rules may be revised from time to time:

a. All employees of the County providing care or having access to clients, client information, or client funds, referred by DHS.

b. All volunteers of the County providing care or having access to clients, client information, or client funds, referred by DHS.

c. All subcontractors of the County providing care or having access to clients, client information or clients funds, referred to by DHS.

Background checks need to be completed annually or if there is a reason to believe a new check is needed per OAR 407-007-0220(4)(g), whichever occurs first.
Employees of County currently working with this program do not need to be re-checked until their annual check date.
Employees that move into working with OMMP clients and volunteers that are new to the program do need the background check requirements.

Employees, volunteers and subcontractors of the County providing care or having access to clients can complete required training, but are not allowed to begin working directly with clients, or have access to client funds or confidential information until their background check have cleared.

5. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.

   a. All communications and marketing materials, including social media and web content, produced by the County for the OMMP under this contract, must be preapproved by the DHS Communications Office, the DHS Contract Administrator, and OMMP prior to release.

   b. Any work as specified in a. above shall be done in accordance with the DHS Publication and Graphic Design Policy Number DHS-130-001 *http://www.dhs.state.or.us/policy/admin/wpdt/130_001.htm*

f. **EXHIBIT D Required Federal Terms,** is deleted in its entirety and restated as set forth in Attachment 3, **EXHIBIT D "Required Federal Terms"** attached hereto.

g. A required **Invoice and Service Reporting Form** for **Money Management** services is hereby included in this Amendment as an **Invoice and Service Reporting form,** set forth in Attachment 4.

3. Certification.

a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

(1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;

(2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf*;

(4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: *https://www.sam.gov/portal/public/SAM/*; and

(5) County is not subject to backup withholding because:

(a) County is exempt from backup withholding;

(b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified County that County is no longer subject to backup withholding.

b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Rd

City, state, zip code: Oregon City, OR 97045

Email address: stefaniereid@co.clackamas.or.us

Telephone: (503) 655-8330 Facsimile: (503) 655-8889

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self-insured Pool

Policy #: _____ Expiration Date: _____

County shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures.

Clackamas County
By:

Authorized Signature	Title	Date

State of Oregon, acting by and through its Department of Human Services
By:

Authorized Signature	Title	Date

Approved for Legal Sufficiency:

Mark Williams, Attorney in Charge Business Transaction Section via email	1/26/2016
Assistant Attorney General	Date

Contract Verification Form in file signed by Julie A. Jacobs, APD Delegate		1/27/2016
Authorized Signature	Title	Date

Office of Contracts and Procurement:

Contract Specialist	Date

CLACKAMAS COUNTY

M. BARBARA CARTMILL
DIRECTOR

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

February 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Delegate Authority to the Director of the Department of Transportation and Development
to Execute a Quitclaim of a Permanent Slope Easement
for a Planned Redevelopment adjacent to SE Sunnyside Road

Purpose/Outcomes	Release by quitclaim of an existing slope easement which was used to construct Sunnyside Road Phase III improvements, the area of which is now needed for redevelopment which will bring jobs and income to the County.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Permanent Transfer
Previous Board Action	None
Strategic Plan Alignment	1. Grow a vibrant economy.
Contact Person	M. Barbara Cartmill, Director 503-742-4326
Contract No.	4326

BACKGROUND:

The Clackamas County Department of Transportation and Development (DTD) acquired extensive easements and property along SE Sunnyside Road in order to construct three phases of a major transportation improvement project in the area. Phase III easements acquired on the north side of Sunnyside Road at its intersection with 172nd Avenue allowed for construction of the road improvements. The subject Permanent Slope Easement, County Deed Record No. 2007-070939, was designed such that when and if future development occurred, the easement could be released to accommodate the redevelopment if plans submitted required use of the area.

The developer has presented plans to DTD proposing an appropriate use of the easement area meeting land use needs and conditions, while protecting the integrity of the road system. The developer proposes to construct a retaining wall, thereby protecting the roadway and eliminating the need for a permanent slope easement. Currently, acceptance of deeds and easements for County road projects is delegated to the Director of the Department of Transportation and Development by Clackamas County Code – Chapter 2.13. However, the Director of the Department of Transportation and Development is not specifically authorized to release or quitclaim specific easements. Therefore, the Director of DTD requests the authority to quitclaim and release the subject easement to accommodate the planned redevelopment.

RECOMMENDATION:

Staff recommends that the Board:

- Delegate authority to the Director of the Department of Transportation and Development to quitclaim the County's interest in County Deed Record No. 2007-070939.
- Approve the form of "Quitclaim of a Permanent Slope Easement" as attached.
- Delegate authority for staff to act on behalf of Clackamas County at closing.
- Direct that the Quitclaim of a Permanent Slope Easement be recorded in the Deed records of Clackamas County at no cost.

Respectfully submitted,

M. Barbara Cartmill, Director
Transportation and Development

DRAFT

Approval of Previous Business Meeting Minutes: January 28, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, January 28, 2016 – 10:00 AM
Public Services Building
2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. John Hickey, Lake Oswego – spoke in support of a vehicle registration fee.
2. Laurie Freeman Swanson, Molalla – need for a new building including a horse arena at the Fairgrounds in Canby.

~Board Discussion~

II. PUBLIC HEARING

1. Request for an Exemption and Authorization to use the Request for Proposals Method for the Repair or Replacement of the Clackamas River Water District Water Line on the Clackamas River at Springwater Road Bridge Project

Lane Miller, Procurement Manager presented the staff report.
Chair Ludlow opened the public hearing and asked is anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard:	I move we approve the Request for an Exemption and Authorization to use the Request for Proposals Method for the Repair or Replacement of the Clackamas River Water District Water Line on the Clackamas River at Springwater Road Bridge Project.
Commissioner Schrader:	Second.

~Board Discussion~
Clerk calls the poll.

Commissioner Bernard:	Aye.
Commissioner Smith:	Aye.
Commissioner Schrader:	Aye.
Commissioner Savas:	Aye.
Chair Ludlow:	Aye – the motion passes 5-0.

III. CONSENT AGENDA

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

MOTION:

Commissioner Smith:	I move we approve the consent agenda.
Commissioner Schrader:	Second.
Clerk calls the poll.	
Commissioner Smith:	Aye.
Commissioner Schrader:	Aye.
Commissioner Savas:	Aye.
Commissioner Bernard:	Aye.
Chair Ludlow:	Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval for a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program – *Health Centers*

2. Approval of Amendment No. 2 to the Intergovernmental Agreement with Oregon Department of Human Services for Strengthening, Preserving, Reunifying Families and In-home Safety and Reunification Services – *Children, Youth & Families*

B. Juvenile Department

1. Approval of Amendment No. 3 with Multnomah County to Increase the Capacity of the Assessment and Evaluation Beds

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Granting a Permanent Right-of-Way Easement for Road Purposes, and a Temporary Construction Easement to Clackamas County Department of Transportation and Development for the122nd Ave. Sidewalk Improvement Project at the Justice Property

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:20 AM

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

BUSINESS AND COMMUNITY SERVICES
Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

February 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) between
Clackamas County, Oregon City, Metro and the State of Oregon – State Parks ('Partners")
for the Willamette Falls Legacy Project site.

Purpose/Outcomes	Approval of the multi-party Intergovernmental Agreement (IGA) between Clackamas County, Oregon City, Metro and the State of Oregon -State Parks ("Partners") that provides a governance, project management and financial structure to the combined efforts relating to the public and private development planned for the Willamette Falls Legacy Project site
Dollar Amount and Fiscal Impact	**$125,000**
Funding Source	BCS Economic Development Funds FY 15/16
Duration	Through June 30, 2017
Previous Board Action/Review	**2/9/16**: The Board approved the IGA as written during a study session review.
Strategic Plan Alignment	1. Promote high wage job creation 2. Grow a Vibrant Economy.
Contact Person	Gary Barth, Director, Business & Economic Development, 503-742-4303
Contract No.	N/A

BACKGROUND:
A draft of the IGA was reviewed in a prior study session with the Board and the Boards comments from that study session were shared with the Partners and incorporated in this final version of the IGA. This new updated version was reviewed at the Partner's meeting held on Friday January 29, 2016. Voting members of the Partner's group included two elected official from each Partner entity plus the COO of Metro, the City Manager of Oregon City, the County Administrator and the Deputy Director of Oregon State Parks, the state agency charged with administering the state grants for this Partnership. The 12 members of the Partners Group voted unanimously to approve this IGA and take it to their respective agencies for final approval

County Counsel has reviewed and approved this IGA to be placed on the consent agenda for the Board.

RECOMMENDATION:
Staff respectfully recommends that the Board of County Commissioners approve this multi-party Intergovernmental Agreement (IGA) between Clackamas County, Oregon City, Metro and the State of Oregon – State Parks ('Partners")

Respectfully submitted,

Gary Barth, Director
Business & Community Services

I N T E R G O V E R N M E N T A L A G R E E M E N T
Willamette Falls Legacy Project

This Intergovernmental Agreement ("Agreement") is made and entered into by and among the State of Oregon, through the Oregon Parks and Recreation Department (the "State"), Clackamas County (the "County"), the City of Oregon City (the "City") and Metro ("Metro") (each a "party" and collectively, the "parties"), effective as of the last date of signature below (the "Effective Date").

RECITALS

A. In February 2011, the former Blue Heron Paper Company located at 419/427 Main Street, Oregon City, Oregon (the "Property") entered Chapter 7 bankruptcy, resulting in the loss of skilled jobs and leaving the mill property vacant, under the control of a bankruptcy trustee.

B. The parties began investigating the Property due to its proximity to Willamette Falls, a natural, cultural and historic wonder, and conducted environmental, structural, and historical analyses to better understand the Property, including the potential for public access to Willamette Falls and future redevelopment.

C. With the cooperation and contributions of the bankruptcy trustee, the parties commenced a land use master plan and rezoning effort, guided by four core values endorsed by the parties: public access, historic and cultural interpretation, economic redevelopment, and healthy habitat (the "Four Core Values").

D. On July 29, 2013, the governor signed Senate Bill 5506 ("SB 5506"), and on August 14, 2013, signed Senate Bill 5533, together authorizing the sale of lottery-backed bonds to provide $5 million for a public access project to Willamette Falls, so long as certain conditions set forth in SB 5506 were met (the "$5M of State Funds").

E. In May 2014, Falls Legacy, LLC, a Washington limited liability company (the "Owner") purchased the Property from the bankruptcy trustee, and submitted the land use master plan and rezone application developed by the parties to the City, which was adopted in September 2014 as Master Plan CP 14-02, Zone Change and Text Amendment ZC 14-03, and Comprehensive Plan Amendment PZ 14-01.

F. On September 26, 2014, the parties entered into a Memorandum of Understanding (the "MOU") regarding the former Blue Heron Paper Company property, documenting the parties' shared commitment to the Four Core Values and to design and construction of public open space(s) and parkway on the Property with unobstructed views of the Willamette River and Willamette Falls (the "Riverwalk").

G. On December 11, 2014, Portland General Electric Company ("PGE") donated an option to Metro allowing Metro to acquire an easement over PGE property adjacent to

Willamette Falls (the "PGE Option"), which PGE Option and future easement will allow design and construction of the Riverwalk, which may include a viewpoint of Willamette Falls on property owned by PGE.

H. On December 15, 2014, the Owner donated an easement to Metro, recorded in the Clackamas County Official Records as Document No. 2014-064826, to facilitate the design and construction of the Riverwalk on the Property (the "Easement").

I. On December 29, 2014, the governor determined that the conditions of SB 5506 had been met, and the State provided the $5M of State Funds to Metro in accordance with an Intergovernmental Agreement between Metro and the State (Agreement No. 7554), dated June 1, 2015 (the "$5M IGA").

J. On May 29, 2015, Metro issued a Notice of Intent to Award for RFP 2903 selecting the design team of Mayer/Reed, Snøhetta, and DIALOG for design of the Willamette Falls Riverwalk.

K. On August 12, 2015, the governor signed House Bill 5030 and Senate Bill 5507 approving an additional $7.5 million of State funding for the Riverwalk.

L. On September 24, 2015, in recognition that the design of the Riverwalk must relate to the remainder of the Property to be successful, the Metro Council awarded the City and the County a Community Planning and Development Grant (the "CPDG") in the amount of $550,000, which was matched with $450,000 in funds from the Owner and $25,000 from each of the City and County, for the grant recipients to conduct development opportunity studies and create a refined master plan of the Property, including the Riverwalk.

M. With the award of the CPDG, the parties' efforts now include more than the Riverwalk, working to address, among other things, potential future open space and connections to the Property and infrastructure and economic development needs for the Property (the "Willamette Falls Legacy Project").

N. On December 22, 2015, the State accepted Metro's first progress report under the $5M IGA, which included an updated finance plan and budget for the Riverwalk that is in accordance with the Legacy Project Budget attached to this IGA.

O. For a project of this magnitude, the parties recognize the need to create a decision-making and organizational structure among the public entities so that (a) the parties can deliver unified direction and messages to outside parties, (b) the Legacy Project is a model of fiscal discipline, efficiency and accountability, (c) the parties have clarity on scope, schedule and budget for all aspects of the Legacy Project, and (d) the parties can effectively collaborate with the Owner, PGE, and other third parties.

P. The parties acknowledge the great opportunity but also the risks of the Legacy Project, including the fact that design and construction of the Riverwalk is not fully funded, no

future owner of the public Riverwalk has been identified, and future public and elected officials may have perspectives on the Legacy Project not accounted for in this Agreement.

Q. Under the authority of ORS 190.010 and ORS 190.110, the parties desire to enter into this Agreement to provide the governance structure needed for the Legacy Project during the next phase of work, or over approximately the next eighteen (18) months, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENTS

1. Term. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2017, unless amended and extended by written agreement of the parties.

2. Definitions. In addition to the definitions set forth in the Recitals, above, capitalized terms used in this Agreement shall have the definitions set forth in this Section 2, below.

2.1. Economic Development Working Group. One of the Legacy Project's Working Groups, led by the Economic Development Project Manager, as further defined and described in Section 9, below.

2.2. Infrastructure Working Group. One of the Legacy Project's Working Groups, led by the Infrastructure Project Manager, as further defined and described in Section 8, below.

2.3. Legacy Project. The Willamette Falls Legacy Project, which as of the date of this Agreement, includes three sub-components or sub-projects: the Riverwalk, economic development, and infrastructure.

2.4. Legacy Project Budget. The budget for the Legacy Project compiled by the Legacy Project Manager and approved by the Partners Group showing sources and uses of all Legacy Project funds, to be updated from time to time. The Legacy Project Budget approved and authorized by the parties as of the date of this Agreement is attached as Exhibit A.

2.5. Legacy Project Milestones. Key decision points for the Legacy Project, as determined by the TAC, including design milestones for the Riverwalk.

2.6. Legacy Project Manager. Staff person employed by Metro to be the project manager for the Legacy Project.

2.7. Partners Group. The advisory governing body for the Legacy Project, comprised of two (2) elected officials and the chief administrator from each of Metro, the County and the City, and two (2) elected officials and high-level staff from the State, as set forth on the attached Exhibit B.

2.8. Rediscover the Falls. A nonprofit "friends" group that supports the work of the Legacy Project with a focus on the Riverwalk by engaging and educating the public, collaborating with partners, and building sponsorship and enduring commitment to the public interest in the Riverwalk.

2.9. Riverwalk Working Group. One of the Legacy Project's Working Groups, led by the Riverwalk Project Manager, as further described in Section 7, below.

2.10. TAC. The Technical Advisory Committee for the Legacy Project, comprised of non-elected staff from each of the parties and that reports to the Partners Group, as described further in Section 4.3, below.

2.11. Working Groups. Groups focused on the sub-components or sub-projects of the Legacy Project and which report to the TAC, including the Economic Development Working Group, the Riverwalk Working Group, and the Infrastructure Working Group.

2.12. Working Group Project Managers. The project managers of each the Working Groups.

3. Authority

3.1. ***Reservation of Regulatory and Legislative Authority***. Each party expressly reserves its regulatory and legislative authority with respect to the Legacy Project and the Property, including, for example, the City's regulatory authority over land use approvals, the State's authority over submerged lands, and each party's legislative authority to appropriate funds.

3.2. ***Legacy Project Budget; Appropriation of Funds***. As of the date of this Agreement, each party represents that it has appropriated the funds set forth on the Legacy Project Budget for such party, for the fiscal year(s) covered by such party's appropriation. Each party represents that it has authorized use during such fiscal year(s) of the appropriated funds in accordance with the Legacy Project Budget and this Agreement. The Legacy Project Budget may be revised from time to time by the Partners Group, within the amounts appropriated by the parties in their individual capacities. Spending in future fiscal years is subject to appropriation by each party's governing body, in such body's sole legislative discretion, and all spending under this Agreement is subject to audit.

3.3. ***Delegation of Administrative Authority***. The work of the Legacy Project and its participants is advisory, structured such that the Partners Group can make unified recommendations to each of the governing bodies of the parties. In addition, upon approval of this Agreement by a party, each party's staff and elected representatives that participate in the Legacy Project, including the Partners Group, the TAC, or on a Working Group, shall have the authority to fully participate in the Legacy Project and to make non-legislative or administrative decisions on behalf of such party in accordance with this Agreement.

3.4. ***Staff Participation***. The parties intend that staff participating in the Legacy Project and the various project groups will work on behalf of the best interests of the

Legacy Project, representing not only the best interests of their employer but also of the Legacy Project itself. In that manner, staff will freely communicate and share information with other agency staff and generally support each other with respect to the Legacy Project. Notwithstanding the foregoing, finance and legal staff participating in the Legacy Project and in the various project groups represent solely their employers, as they owe a professional duty of loyalty and a fiduciary duty solely to their respective agencies.

4. Decision-Making and Governance. The Legacy Project's decision-making structure and general workflow is set forth in the organizational chart attached as Exhibit C (the "Org. Chart").

4.1. ***Role of Working Groups***.

4.1.1. The Working Groups shall review Legacy Project information in detail and provide advice and recommendations to the TAC on those matters that are within the subject matter of a particular Working Group. From time to time, the TAC shall revisit and determine the subject matter and work scope for each Working Group.

4.1.2. Within each Working Group's subject area, the Working Group is charged with reviewing the following matters and recommending any necessary or desirable action to the TAC: individual contracts, scopes of work, requests for proposals or bids, budgets, contract modifications, Legacy Project Milestones, and responses to significant external opportunities or threats.

4.1.3. *De minimus* changes to scopes of work, as determined by the Legacy Project Manager, or spending within the Legacy Project Budget (including contingencies), may be made at the Working Group level, without the need for further consideration at the TAC or by the Partners Group; provided that the Legacy Project Manager shall keep the TAC apprised if multiple *de minimus* changes may have a cumulative impact on the Legacy Project.

4.1.4. The Working Groups shall coordinate and collaborate with PGE, the Owner, and other third parties, as applicable to each Working Group's subject area and its deliverables.

4.2. ***Role of the Working Group Project Managers***.

4.2.1. Each Working Group Project Manager shall develop his or her Working Group's work plan scope, schedule and budget, in collaboration with the Legacy Project Manager and for approval by the TAC. The Working Group Project Manager shall be responsible for deliverables, schedule, and budget of his or her Working Group. The Working Group Project Manager shall also create milestones in the Working Group's scope of work and schedule in order to report back to the TAC and the Partners, as applicable, for review and approval. Other participants in the Working Group will accept the leadership of the Working Group Project Manager and coordinate any related activity with the overall direction and knowledge of the Working Group Project Manager.

4.2.2. Each Working Group Project Manager shall work with the Legacy Project Manager to ensure that Legacy Project decisions described in Section 4.1.2, above, are considered at the TAC and that any matters for which there is no consensus at the Working Group level are also considered by the TAC.

4.2.3. Each Working Group Project Manager shall compile and report expenditures for its Working Group to the Legacy Project Manager to ensure expenditures match the Legacy Project Budget approved by the Partners. Each party shall report all Legacy Project expenditures made by such party to the appropriate Working Group Project Manager.

4.2.4. Each Working Group Project Manager shall be responsible for understanding and considering the Owner and PGE's interests in the outcomes of the work of his or her Working Group, and shall promptly communicate with the Legacy Project Manager issues and opportunities as they arise.

4.3. ***Role of the TAC***.

4.3.1. The TAC meets weekly, or as otherwise agreed upon by the TAC, and shall keep minutes documenting its consideration and approval of any items. Items requiring TAC approval shall be emailed to the TAC at least two (2) business days in advance of the TAC meeting so that any party can be sure to send a representative or call into the meeting when that party desires to weigh in on a Legacy Project decision.

4.3.2. A party may send as many representatives to attend TAC meetings as such party deems necessary or desirable, provided that any members of the Partners Group shall attend TAC meetings only in unusual circumstances at the request of the Legacy Project Manager. It is expected that each party will send at least one (1) representative to each TAC meeting, or participate by telephone.

4.3.3. The TAC shall consider for approval all matters considered at the Working Group level (as set forth in Section 4.1.2, above), as well as decisions whether to recommend future intergovernmental agreements among the parties and decisions to pursue grant or funding opportunities.

4.3.4. Decisions of the TAC will be noted in the minutes for the TAC meeting. Should a TAC member disagree with a TAC decision, he or she may express such disagreement at the TAC meeting. If the TAC is unable to resolve the issue, the TAC member may elect to put it on the agenda for consideration at the next Partners Group meeting (as further described in Section 4.7, below).

4.3.5. The TAC shall prepare the agenda of the Partners Group.

4.3.6. Members of the TAC shall have the responsibility to communicate with their representatives on the Partners Group in between Partners Group meetings and with regard to agendas of the TAC and the Partners Group, to ensure each party is internally apprised of Legacy Project direction.

4.3.7. Any member of the TAC can call an emergency meeting of the TAC by notification to the Legacy Project Manager, who will use best efforts to schedule a meeting as soon as practical. Parties shall use best efforts to participate in emergency meetings of the TAC.

4.3.8. The TAC shall determine the subject matter and scope of work for each Working Group.

4.4. ***Role of Partners Group***.

4.4.1. The Partners Group meets quarterly, or as otherwise agreed upon by the Partners Group or the TAC, and shall keep minutes. Without objection from any member of the Partners Group at a Partners Group meeting, matters considered by the Partners Group will be deemed approved and so noted in the minutes. The Partners Group is considered a public body in accordance with Oregon Public Meeting Law, providing recommendations and advice to each of the parties' governing bodies.

4.4.2. The Partners Group sets policy direction for the Legacy Project, approves Legacy Project Milestones and the Legacy Project Budget on a quarterly basis, sets direction in response to significant threats or opportunities (as determined by the TAC), recommends future intergovernmental agreements among the parties (to be approved by each party's governing body, if required), and makes recommendations that involve any material trade-offs among the Four Core Values. In addition, the Partners Group shall consider decisions that lack consensus at the TAC if added to the Partners Group agenda by a member of the TAC (as described in Section 4.3.4, above).

4.4.3. Members of the Partners Group shall communicate with their respective agency or government to ensure each party is apprised of Legacy Project direction and to ensure any decisions of the Legacy Project that require approval of such party's governing body are brought to the party's governing body.

4.5. ***Role of the Legacy Project Manager***. The Legacy Project Manager will manage the Legacy Project by, among other things, coordinating the work of the TAC, the Working Groups, and the other entities on the Org. Chart. The Legacy Project Manager has day-to-day management authority of the Legacy Project in order to lead the Legacy Project forward consistent with the approvals provided by the Partners Group and the TAC, and consistent with the Legacy Project Budget. The Legacy Project Manager shall track the Legacy Project Budget and provide reporting on the Legacy Project Budget to the TAC and the Partners Group.

4.6. ***Consensus***. Decision-making for the Legacy Project and at each level of the Org. Chart shall be by consensus. Consensus is defined as the point where all parties agree on an option with which they are willing to move forward, and includes the opportunity for a party to express reservations or dissent while nevertheless agreeing to allow the Legacy Project to move forward. Each party, by signing onto this Agreement, commits its confidences to the Legacy Project's decision-making structure, recognizing this project structure and the collaboration it represents among the parties as the Legacy Project's best chance for success.

4.7. ***Protocols for Disagreement***.

4.7.1. If there is no consensus at the Working Group level, the decision will be considered at the next TAC meeting.

4.7.2. If there is no consensus at the TAC level, a member of the TAC can elect within three (3) days of the TAC meeting, to place the decision on the next Partners Group meeting agenda. This will ensure that decisions made at the TAC level can be relied upon to move the Legacy Project forward.

4.7.3. If there is no consensus at the Partners Group, the Partners Group will provide direction and recommendations to the TAC for further discussion and consideration.

4.7.4. If disagreement remains after further consideration by the TAC, the decision will be considered again at the next Partners Group meeting where the members of the Partners Group shall strive to make a decision to keep the Legacy Project moving forward. At this stage of disagreement, on matters that are critical to long-term operations and maintenance of the Riverwalk, any parties that are identified as a future owner in accordance with Section 5.6, below, shall be given deference. Any resolution or conclusion in this circumstance that lacks consensus at the Partners Group will not bind the dissenting party.

4.7.5. If the need for a decision is urgent, the Legacy Project Manager may set emergency meetings of both the TAC and the Partners Group. The parties shall use best efforts to attend any emergency meetings.

5. General Obligations the Parties Regarding the Legacy Project Work.

5.1. ***Reporting Expenditures***. Parties shall report all expenditures to the Working Group Project Managers, including copies of invoices and any reasonable supporting documentation. The Legacy Project Manager shall provide a quarterly report on the Legacy Project Budget and expenditures to the Working Group Project Managers and solicit feedback to ensure that the Project is remaining coordinated and on budget as required by Section 5.7.

5.2. ***Contracts***. Parties shall notify the Legacy Project Manager of all draft contracts that such party is considering entering into with third parties and that are related to the Legacy Project. If requested by the Legacy Project Manager, a party shall provide copies of the draft contract and scope of work to the applicable Working Group Project Manager and to the Legacy Project Manager, with reasonable opportunity for comment and review. If requested by the Legacy Project Manager, prior to executing a contract related to the Legacy Project, a party shall have obtained approval from the applicable Working Group and the TAC of the contract's scope, schedule, budget, workplan, and deliverables.

5.3. ***Participation***. The parties shall participate meaningfully in all Legacy Project groups, and respect the roles and responsibilities assigned to each Partner in such participation.

5.4. ***Staff Contributions; Tracking of Staff Time***. The parties shall provide key contributions of staff to lead and/or participate in the work of the TAC and the Working

Groups, as set forth in the attached Exhibit D. Each party shall track staff time for match, and report staff time spent on the Legacy Project to the Legacy Project Manager, as requested by the Legacy Project Manager; provided, however, that it is understood and agreed that, unless otherwise specifically agreed to by the Partners Group, that staff resources, time and contributions shall be deemed "in-kind" contributions to the Project, and no municipality shall charge time or seek to recover expenses from the Project.

5.5. ***Staff Leads***. At the request of the Legacy Project Manager or a Working Group Project Manager, a party may agree to lead a portion of the work of the TAC or a portion of the work of a Working Group. Parties that agree to lead any portion of the work of the TAC or a Working Group will report back to the Legacy Project Manager or Working Group Project Manager, as applicable, on the status of the work and seek support of material decisions.

5.6. ***Future Riverwalk Owner***. The parties understand and agree that work on the Riverwalk can progress only so far without identification of the entity or entities that will own or operate the Riverwalk. The parties shall strive to identify the owner(s) and operator(s) of the Riverwalk by completion of pre-concept design work (approximately June 2016), such that design decisions that affect future ownership and operation of the Riverwalk are made with the approval of the entity or entities that will own and operate the Riverwalk. If the entity or entities that will own or operate the Riverwalk are not a party to this Agreement, the parties will amend this Agreement appropriately and enter into a separate agreement with the owner or operator, as necessary. The prospective owner(s) will be considered "identified" when they have committed to the Partners Group to seek to construct the Riverwalk. The prospective operator(s) will be considered "identified" when they have committed to the Partners Group to take responsibility for future operations, maintenance and security of the Riverwalk. An entity's commitment to ownership and/or operation to the Partners Group should be in the form of a resolution adopted by the entity's governing body.

5.7. ***Finance Oversight Subcommittee***. The parties shall create a finance oversight subcommittee of the TAC made up of at least one member from each party. The finance oversight subcommittee shall oversee the Legacy Project Budget and expenditures of the Legacy Project. The subcommittee will design a financial reporting format and meet with the Legacy Project Manager and Working Group Project Managers quarterly to review reports.

6. Work of the TAC.

6.1. ***General***. The following subsections set forth roles and responsibilities regarding the work of the TAC, as of the date of this Agreement and may change from time to time upon approval of the TAC.

6.2. ***Project Administration***. Metro will lead and manage the overall administration of the TAC and coordination among the Working Groups. It will create TAC agendas and meeting notes, and coordinate the Partners Group meetings. Metro's work will also include tracking the Legacy Project scope, schedule, Legacy Project Budget, and expenditures. The Parties will strive to rotate the location of the TAC meetings to encourage broad participation.

6.3. ***Strategic Communications***. Metro will lead the social media strategy, manage newsletters, provide coordination of public engagement with the Working Groups, and create materials needed for funding requests, among other things. Metro will closely coordinate this work with the TAC and with communications staff of each party.

6.4. ***Public Engagement***. Metro will lead the public engagement efforts in close coordination with the City. The City shall continue to update the Legacy Project website.

6.5. ***Funding Strategy***. Metro will lead a fundraising and finance strategy for the Legacy Project. This work will coordinate opportunities with Rediscover the Falls and the work of the Working Groups. For lobbying, the County will lead federal efforts, and Metro and the State's Regional Solutions office will coordinate State efforts.

6.6. ***Private Parties***. In coordination with and with input from the TAC, Metro will lead negotiations with the Owner, PGE, and other third parties with respect to real property issues and issues that have the potential to significantly impact all aspects of the Legacy Project. The parties shall refrain from communicating directly with the Owner, PGE, or other third parties on these issues without Metro's coordination and input in advance, except with respect to tours (see Section 6.9, below). The Working Group Project Managers may engage the Owner, PGE, and other third parties directly on Working Group-level issues, and will report the content of such conversations back to the TAC.

6.7. ***Tribal Involvement***. The State of Oregon through State Parks will take the lead to create a process for government to government tribal consultation about involvement in the Willamette Falls Legacy Project and interpretation of the Riverwalk. The State, Metro, the County and the City will coordinate additional tribal involvement, as necessary.

6.8. ***Coordination with State Agencies***. The State, through the Regional Solutions office, will lead communication, coordination, and involvement of State Parks and all other state agencies in the Legacy Project, especially with regard to required permits for the Riverwalk and state funding.

6.9. ***Site Access and Tours***. The City will manage all site access and site tours through the Owner and PGE, and will update the TAC regarding tours on a weekly basis.

6.10. ***Implementation Strategies***. Metro will lead efforts to deliver key decisions and workplans associated with the work of the TAC for future phases of the Legacy Project, taking into account such things as governance, Riverwalk ownership, fundraising, and financing.

7. Work of the Riverwalk Working Group.

7.1. ***General***. The following subsections set forth roles and responsibilities regarding the Riverwalk Working Group, as of the date of the IGA and may change from time to time upon approval of the TAC.

7.2. ***Riverwalk Project Manager***. Metro will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Riverwalk. The

Riverwalk Project Manager, in coordination with the Infrastructure Project Manager and Economic Development Project Manager, will create a project management plan for all the Riverwalk work.

8. Work of the Infrastructure Working Group.

8.1. ***General***. The following subsections set forth roles and responsibilities regarding the Infrastructure Working Group, as of the date of the IGA and may change from time to time upon approval of the TAC.

8.2. ***Infrastructure Project Manager***. The City will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Infrastructure Working Group. The Infrastructure Project Manager, in coordination with the Economic Development Project Manager, will create a project management plan for all the infrastructure work.

9. Work of the Economic Development Working Group.

9.1. ***General***. The following subsections set forth roles and responsibilities regarding the Economic Development Working Group, as of the date of the IGA and may change from time to time upon approval of the TAC.

9.2. ***Economic Development Project Manager***. The County will lead the Economic Development Working Group. Representatives from the Clackamas County Business and Economic Development department and the Clackamas County Tourism and Cultural Affairs organization will convene the Economic Development Working Group to lead discussions about economic development. In addition the Working Group will review the work of the Infrastructure Working Group.

10. Communication Protocols.

10.1. All publicity and strategic communications for the Legacy Project will be coordinated through the TAC so that the parties can deliver unified direction and messages to outside parties.

10.2. Each party commits to working within Legacy Project channels and the structure set forth in this Agreement, especially with respect to any potential conflicts, disagreements, external events, or pressures. The parties shall consult with each other first, prior to outreach to third parties, at emergency TAC or Partners Group meetings, as necessary.

10.3. The parties commit to attendance at emergency meetings.

11. Miscellaneous.

11.1. ***Waiver of Liability***. Each party assumes all risks arising out of such party's participation in the Legacy Project, including with respect to the condition of the Property, and no party shall be liable to another for such risks, except to the extent caused by a party's gross negligence or willful misconduct.

11.2. ***Indemnity.*** Each party shall hold harmless and indemnify the other parties, and their agents and employees, against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the indemnifying party's work and actions under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act and Oregon Constitution.

11.3. ***Termination.*** A party may terminate this Agreement at any time as to such party with thirty (30) days prior written notice to the other parties, if the terminating party believes, or has reason to believe, that funding sufficient to comply with this Agreement will not be made available to the terminating party by the terminating party's governing body. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11.4. ***Laws of Oregon; Compliance with Laws***. 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 activities of a party under this Agreement shall be in compliance with all applicable laws, statutes, ordinances, rules, regulations, and requirements of any governmental authority, including all applicable provisions of ORS chapters 279A, 279B, and 279C.

11.5. ***Maintenance of Records***. The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document their performance. Each party acknowledges and agrees that it shall retain such documents for a period of three (3) years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of any audit, controversy, or litigation arising out of or related to this Agreement, the parties shall retain such documents until the conclusion thereof.

11.6. ***Relationship of Parties***. Each of the parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent or contractor of any other party for any purpose. Nothing herein is intended, nor may it be construed, to create among the parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each party hereby disclaims any such relationship.

11.7. ***Preservation of Privileges; Public Records.*** The parties acknowledge and agree that a primary purpose of this Agreement is to encourage frank communication and close collaboration among the parties for the maximum benefit of the Legacy Project, preliminary to any final action by the parties' governing bodies. The parties will disclose and transmit information to one another regarding possible direction for the Legacy Project and possible real estate transaction(s) with the Owner or third parties. The parties intend to preserve all rights under Oregon Public Records law, including, without limitation, exemptions related to internal advisory communications under ORS 192.502(1) and related to sharing of information regarding a potential real property negotiation under ORS 192.502(9)(a), the disclosure of which is restricted under ORS 192.660(2)(e). The parties intend by this section to protect from disclosure all Legacy Project information exchanged between any parties, or between any party and a

consultant hired by a party for the Legacy Project, to the greatest extent permitted by law, regarding less whether the exchange occurred before execution of this Agreement and regardless of whether the writing or the document is marked "Confidential."

11.8. ***No Third-Party Beneficiary***. This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

11.9. ***Assignment***. No party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other parties.

11.10. ***Entire Agreement; Prior Agreements***. This Agreement constitutes the entire agreement among the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. To the extent this Agreement contradicts the MOU, this Agreement governs.

11.11. ***Modification; Waiver***. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind any party unless in writing and signed by the Parties. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by a party of that or any other provision.

11.12. ***Authority***. The representatives signing on behalf of the parties certify they are duly authorized by the party for whom they sign to make this Agreement.

11.13. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

[*Remainder of page blank; signatures on next page.*]

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

CITY OF OREGON CITY

_____
Name:_____
Title:_____
Date:_____

METRO

_____
Name:_____
Title:_____
Date:_____

CLACKAMAS COUNTY

_____
Name:_____
Title:_____
Date:_____

STATE OF OREGON, through its Parks and Recreation Department

_____
Name:_____
Title:_____
Date:_____

Exhibit A: Legacy Project Budget
Exhibit B: Partners Group
Exhibit C: Org. Chart
Exhibit D: Staffing Commitments

WILLAMETTE FALLS LEGACY PROJECT PREVIOUS PLANNING EFFORTS **EXHIBIT A**

FY 11-12 to FY 13-14 **PAGE 1 OF 3**

SOURCES	USES			
	Due Diligence	Site Investigations	Master Planning	TOTAL
State				
SHPO	$5,000			$5,000
Subtotal				**$5,000**
Metro				
Natural Areas Bond	$61,331	$643,571		$704,902
Sustainability Center			$100,000	$100,000
Subtotal				**$804,902**
Oregon City				
General Fund	$25,000	$100,000	$100,000 [1]	$225,000
CET Grant			$250,000	$250,000
Subtotal				**$475,000**
Clackamas County				
Ec Dev Lottery Funds			$100,000 [1]	$100,000
Subtotal				**$100,000**
Private				
Trustee contribution		$10,000	$50,000 [1]	$60,000
Subtotal				**$60,000**
Federal				
EPA Brownfields Grant		$65,000		$65,000
Subtotal				**$65,000**
Grand Total	**$91,331**	**$818,571**	**$600,000**	**$1,509,902**

*** $917,220 approximate staffing costs for Oregon City, Clackamas County and Metro during planning and pre-design work.**

[1] Match for CET grant

WILLAMETTE FALLS RIVERWALK BUDGET
INITIAL $25M PROJECT

	Project Sources	Metro NA Bond	Metro RISE	State Bond	State Bond	Falls Legacy	Tourism Grant	Oregon City	Fund Raising	Total
	Total Funds	**$5,000,000**	**$100,000**	**$5,000,000**	**$7,500,000**	**$400,000**	**$53,622**	**$1,245,581**	**$5,912,939**	**$25,212,142**
	FY 14-15 Spent	$126,754	$0	$0	$0	$0	$38,622	$75,000	$0	**$240,376**
	Available	$4,873,246	$100,000	$5,000,000	$7,500,000	$400,000	$15,000	$1,170,581	$5,912,939	**$24,971,766**
	Initial Project	$4,873,246	$100,000	$5,000,000	$7,500,000	$400,000	$15,000	$1,170,581	$5,912,939	**$24,971,766**
	Remaining	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
Concept Design										
Total	**$2,961,831**	**$1,655,447**	**$100,000**	**$0**	**$0**	**$200,000**	**$15,000**	**$991,384**		**$2,961,831**
Construction Documents										
Total	**$2,383,261**	**$1,869,065**	**$0**	**$250,000**	**$0**	**$200,000**	**$0**	**$64,196**		**$2,383,261**
Permitting and Construction										
Total	**$17,356,513**	**$0**	**$0**	**$4,750,000**	**$6,578,574**	**$0**	**$0**	**$115,001**	**$5,912,939**	**$17,356,513**
Owner Contingency	**$2,270,160**	**$1,348,735**	**$0**	**$0**	**$921,426**	**$0**	**$0**	**$0**	**$0**	**$2,270,161**
Grand Total	**$24,971,765**									

WILLAMETTE FALLS LEGACY PROJECT SOURCES AND USES
FY 2015-2016 THROUGH FY 2016-2017

USES			SOURCES																															
Contracts or Work Scopes	EXPENDITURES	TOTAL BUDGET	State				Metro							Clackamas County				Oregon City												Falls Legacy LLC				
			Lottery Bonds		SHPO		Planning	NA Bond		RISE			Tourism Grant	ED Lottery Funds		ED Budget		CPDG		NA Local Share		WFLP/Comm. Dev.		Urban Renewal/ED		General Fund		Metro Grant	Park SDCs	CPDG Grant Match		FLL Schematic Design		Arch-aeology
	14-15	15/16 -16/17	15-16	16-17	15-16	16-17	15-16	15-16	16-17	14-15	15-16	16-17	15-16	15-16	16-17	15-16	16-17	15-16	16-17	15-16	16-17	15-16	16-17	15-16	16-17	15-16	16-17	15-16	15-16	15-16	16-17	15-16	16-17	15-16
WFLP TAC																																		
Friends Group		$75,000									$25,000											$25,000	$25,000											
Federal and State Lobbying		$100,000												$100,000																				
Communications		$48,219											$35,219															$13,000						
Unallocated		$0																																
Subtotal	**$0**	**$223,219**	$0	$0	$0	$0	$0	$0	$0	$0	$25,000	$0	$35,219	$100,000	$0	$0	$0	$0	$0		$0	$25,000	$25,000	$0	$0	$0	$0	$13,000	$0	$0	$0	$0	$0	$0
RIVERWALK																																		
Snohetta Pre-Concept Design		$626,019						$426,019																							$200,000 [3]		
Snohetta Concept Design		$468,160						$77,579												$140,548 [4]			$50,000 [2]										$200,000 [3]	
Scoping and Community Event		$113,000						$113,000																										
Habitat / Hydraulics Design		$180,000					$80,000	$20,000	$80,000																									
Topographic Survey		$66,910						$41,910	$25,000																									
Rare and native plant ID		$10,000						$10,000																										
Restoration case studies		$12,000						$12,000																										
Communications	$49,781	$129,000						$54,000	$60,000				$15,000																					
Third Party Cost Estimating		$80,000							$80,000																									
Cultural Landscape Report	$37,500	$90,000																				$50,000				$40,000								
Infrastructure	$37,500	$50,000																				$25,000		$25,000										
Materials and Supplies	$35,595	$50,000						$25,000	$25,000																									
Staffing: PM	$80,000 [1]	$340,000						$120,000	$120,000		$50,000	$50,000																						
Staffing: Communications		$104,000						$52,000	$52,000																									
Staffing: Oregon City		$300,000																				$50,000							$250,000					
Contingency		$282,761						$50,000	$142,761																				$90,000 [2]					
Subtotal	**$240,376**	**$2,961,831**	$0	$0	$0	$0	$80,000	$1,001,508	$584,761	$0	$50,000	$50,000	$15,000	$0	$0	$0	$0	$0	$0	$0	$0	$125,000	$50,000	$25,000	$0	$40,000	$0	$0	$340,000	$0	$0	$200,000	$200,000	$0
INFRASTRUCTURE																																		
Archaeology		$30,000			$20,000																	$5,000												$5,000
CPDG		$900,000												$25,000				$200,000	$200,000				$25,000							$225,000	$225,000			
Brownfield Remediation		$10,000									$10,000																							
Staffing: CPDG		$150,000																$75,000	$75,000															
Unallocated Funds/Contingency		$0																																
Subtotal	**$0**	**$1,090,000**	$0	$0	$20,000	$0	$0	$0	$0	$0	$10,000	$0	$0	$25,000	$0	$0	$0	$275,000	$275,000		$0	$5,000	$25,000	$0	$0	$0	$0	$0	$0	$225,000	$225,000	$0	$0	$5,000
ECONOMIC DEVELOPMENT																																		
Ec Dev. Staff Contract		$50,000														$50,000																		
Subtotal	**$0**	**$50,000**	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$50,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Grand Total	**$240,376**	**$4,325,050**	**$0**	**$0**	**$20,000**	**$0**	**$80,000**	**$1,001,508**	**$584,761**	**$0**	**$85,000**	**$50,000**	**$50,219**	**$125,000**	**$0**	**$50,000**	**$0**	**$275,000**	**$275,000**	**$0**	**$0**	**$155,000**	**$100,000**	**$25,000**	**$0**	**$40,000**	**$0**	**$13,000**	**$340,000**	**$225,000**	**$225,000**	**$200,000**	**$200,000**	**$5,000**
			$20,000				**$1,851,488**							**$175,000**				**$1,363,581**												**$855,000**				

NOTES

Only staffing funds from above sources included; other staffing funds from agencies (eg.: general funds) will be tracked separately (see exhibit D)

Amount assumed for FY 16-17; pending approval from respective agency, if necessary

[1] Metro staffing time previously charged to NA Bond

[2] OC Funds for RIverwalk via IGA with Metro

[3] Falls Legacy LLC for Riverwalk via easment agreement

[4] OC local share of NA Bond is $340,581 will transfer to Metro via amended IGA with Metro. An additioanl $200,000 is reserved for future phase

KEY

SHPO - State Historic Preservation Office
NA - Natural Areas
CPDG - Community Planning &Development Grant
ED - Economic Development
SDC - System Development Charges
FLL - Falls Legacy, LLC
Comm Dev. - Community Development
RISE - Regional Infrastructure Supporting our Economy

Exhibit B

Partners Group

State

State Senator
State Representative
Regional Solutions
Oregon State Parks

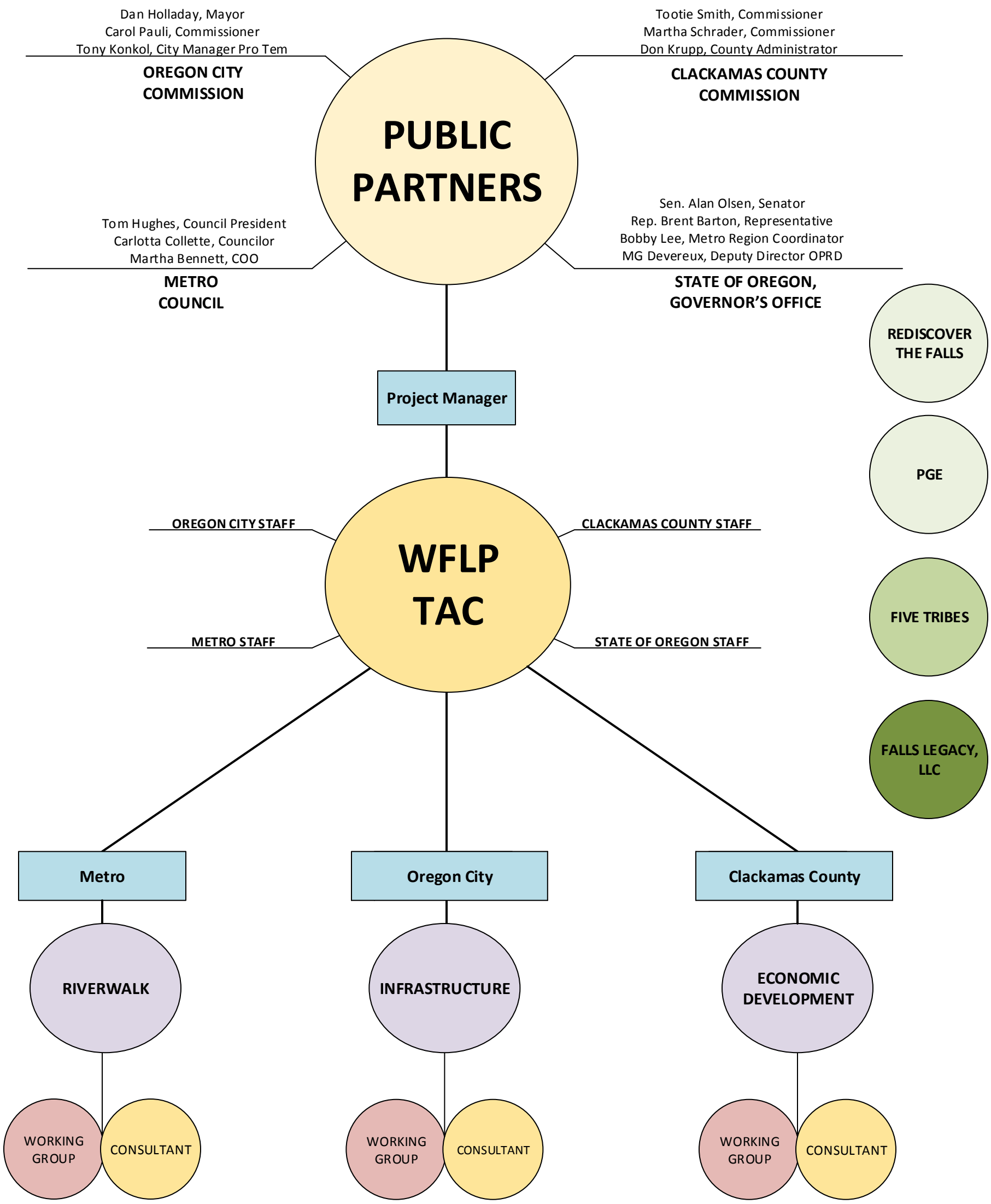
Metro
Metro Council President
Metro Councilor
Metro Chief Operating Officer

Clackamas County
County Commissioner
County Commissioner
County Administrator

Oregon City
Mayor
City Commissioner
City Manager

EXHIBIT C

WFLP ORGANIZATIONAL CHART



WILLAMETTE FALLS LEGACY PROJECT **EXHIBIT D**

PROPOSED IN KIND STAFFING COMMITMENTS FOR FY 15-16 & FY 16-17

Oregon City Key Staff	FTE	Primary Responsibility
Community Dev. Director	0.1	TAC
Christina Robertson-Gardiner	0.88	Infrastructure Working Group Project Manager
Kelly Reid	0.9	Riverwalk Working Group
Scott Archer	0.1	Riverwalk Working Group
Dayna Webb	0.05	Infrastructure Working Group
Eric Underwood	0.1	Economic Development Working Group
TOTALS	**2.13**	

Clackamas County Key Staff	FTE	Primary Responsibility
Gary Barth	0.1	Economic Development Working Group Project Manager
Catherine Grubowski-Johnson	0.15	Economic Development Working Group
Lorraine Gonzales	0.05	Riverwalk Working Group
Amanda D'Souza	0.8	Economic Development Working Group
TOTALS	**1.1**	

Metro Key Staff	FTE	Primary Responsibility
Noah Siegel	0.2	TAC
Kathryn Krygier	0.8	WFLP Project Manager
Hillary Wilton	0.2	Private Partners Rep. for Public/Negotiations
Hope Whitney	0.12	Metro Legal
Dave Elkin	1	Riverwalk Working Group Project Manager
Brian Vaughn	0.1	Riverwalk Working Group
Communications Position	0.5	Communications/Public Engagement
Beth Cohen	0.3	Staff to Councilor Collette
Frankie Lewington	0.5	TAC
TOTALS	**3.72**	

State of Oregon Key Staff	FTE	Primary Responsibility
TBD	0.1	TAC
Jennifer Donnelly	0.1	Riverwalk Working Group
Janet Hillock	0.1	Infrastructure Working Group
TBD	0.1	Economic Development Working Group
TOTALS	**0.4**	

Grand Total	**7.35**

CLACKAMAS COUNTY

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

February 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Disposition and Development Agreement with La Noue Development, LLC
for Acquisition of Real Property

Purpose/Outcomes	Disposition and Development Agreement to convey real property from the Clackamas County Development Agency to LaNoue Development, LLC
Dollar Amount and Fiscal Impact	The agreement stipulates sale of the property for $700,000.
Funding Source	Not Applicable. No funding considered as a part of this property transaction.
Duration	Conveyance of the property within 30 days after 120 day due diligence period
Previous Board Action	Board concurrence at Executive Session on February 2, 2016.
Strategic Plan Alignment	1. Grow a Vibrant Economy 2. Build a Strong Infrastructure
Contact Person	David Queener, Development Agency Supervisor 503.742.4322
Contract No.	N/A

BACKGROUND:

The Development Agency owns .97 acres at the northwest corner of 92nd Avenue and Johnson Creek Boulevard. The property is zoned Office Commercial.

La Noue Development, LLC presented a proposal to the Agency to acquire the property for redevelopment purposes, which was presented to the Board for consideration in an Executive Session on February 2, 2016. The Board directed staff to proceed with negotiations for disposition of the property to La Noue Development.

The Disposition and Development Agreement, which the Board is being asked to approve today, is the result of preceding negotiations. Terms of the Disposition and Development Agreement dictate purchase of the property for $700,000 and construction of a new development consistent with the proposal as presented at the Executive Session.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Approve the Disposition and Development Agreement with the La Noue Development, LLC.
- Delegate authority to the Chair to execute the Agreement and any other necessary documents on behalf of the Development Agency Board.
- Delegate staff authority to act on behalf of the Agency at closing.
- Record the Disposition and Development Agreement in the Deed Records of Clackamas County at no cost to the Development Agency.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory L. Geist
Director

February 18, 2016

Board of Directors
Clackamas County Service District No. 1

Members of the Board:

Approval of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No.1

Purpose/Outcomes	To place a Connection Mortgage on the tax lot 22ECA02000 in order for the property to connect to the public sewerage system.
Dollar Amount and Fiscal Impact	Contract maximum value is $ 20,850.00.
Funding Source	Not applicable
Duration	Effective February 18, 2016 and terminates when paid in Full, Estimate date of January 31, 2026
Previous Board Action	None
Strategic Plan Alignment	1. WES customers will continue to benefit from a well-managed utility 2. Build public trust through good government
Contact Person	Ramona Ekholm, Accounting Specialist III (x4583)
Contract No.	

BACKGROUND:

The property owner listed on the attached service connection mortgage has qualified under the requirements of the District's Rules and Regulations, which allow for payment of systems development charges by semi-annual installment payments secured by a mortgage on the property owned by Raluca Anamaria Popvici.

Map and Tax Lot: 22E05CA02000. The mortgage is in the amount of $15,990.00 and will be repaid over a ten-year period. District counsel has reviewed and approved the mortgage as to form.

RECOMMENDATION:

We respectfully recommend that the Board of Commissioners approve and accept the attached service connection mortgage as allowed by CCSD No.1 Rules and Regulations.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

No Change in Tax Statements
After recording, return to:
Water Environment Services
Clackamas County Service District No.1
150 Beavercreek Road
Oregon City, OR 97045

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

SERVICE CONNECTION MORTGAGE

THIS MORTGAGE is made this 3rd day of December, 20 15 by and between Raluca Anamaria Popvici (herein called "Mortgagors") and Clackamas County Service District No. 1, Clackamas County, Oregon (hereinafter called "District").

RECITAL

Mortgagor has voluntarily applied to District to connect to the public sewerage system. By its duly adopted Rules and Regulations, District has imposed system development and collection sewer charges of $20,850.00 for the privilege of connecting the property described on Exhibit A for tax lot 22E05CA02000, attached hereto and incorporated by reference, to the District's sewerage system.

Mortgagor desires to defer payment of the system development and collection sewer charges and the District has agreed to such deferral. Therefore the parties agree as follows:

1. Definitions. As used herein the following terms shall have the following meanings.

1.1 Event of Default. Any of the happenings and occurrences described in paragraph 4.

1.2 Fixtures. To the extent of Mortgagor's interest therein, all fixtures now, or to any time hereafter, attached to or used in any way in connection with the operation, use or occupation of the Real Property, including, without limitation, all machinery and equipment, furniture and furnishings, screens, awnings, storm windows and doors, window shades, floor coverings, shrubbery, plants, boilers, tanks, furnaces, radiators, fire prevention and extinguishing apparatus, security and access control apparatus, communications apparatus, all heating, lighting, plumbing, gas, electric, ventilation, refrigerating, air conditioning and incinerating equipment of whatever kind and nature, all of which are hereby declared and shall be deemed to be fixtures and accessory to the fee and part of the Real Property as between the parties hereto, their heirs, legal representatives, successors and assigns and all persons claiming by, through or under them.

1.3 Improvements. All buildings and other improvements and all additions thereto and alterations thereof now, or at any time hereafter, located upon the Land or any part thereof.

1.4 Indebtedness. The promissory note made by Mortgagor, payable to District, dated this date, in the amount of $20,850.00, the final payment of which, if not sooner paid is due January 1, 2025, as may be extended, renewed, modified, or amended, and including any adjustments and interest, principal and payment terms.

1.5 Land. The property described on attached Exhibit A.

1.6 Obligations. The covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor to or due District under this Mortgage.

1.7 Real Property. The Land, the Improvements and the Fixtures together with all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements and appurtenances of the Land, and all right, title and interest of Mortgagor in and to any streets, ways, alleys or strips adjoining the Land or any part thereof.

2. Grant. To secure payment of the Indebtedness and performance and discharge of the Obligations, Mortgagor hereby grants, bargains, sells and conveys and assigns to Mortgagor, a mortgage on the real property.

3. Covenants. Until the entire Indebtedness has been paid in full, Mortgagor covenants and agrees as follows:

3.1 Repayment of Indebtedness. Mortgagor agrees to pay to the District system development and collection sewer charges of $20,850.00 in not less than twenty equal installments of $ 1,042.50 on the first day of January and July of each year, together with and in addition to each said installment, interest on the unpaid principal balance, as of the principal payment date, at the prime rate of interest being charged on that date by the bank doing business in Oregon and having the largest deposits. Payments received shall be applied first to accrued interest and then to principal.

3.2 Future Advances. The parties hereto agree that if there is a change in class of service requiring the payment of additional system development and collection sewer charges, District, at its option and if the owner qualifies pursuant to the criteria in the Rules and Regulations, may allow those additional system development and collection sewer charges to be financed and secured by this mortgage without loss of priority.

3.3 **Compliance with Laws.** Mortgagor will promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency which may be applicable to it or to the Real Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Real Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Real Property.

3.4 **Payment of Taxes and Other Government Charges.** Mortgagor will promptly pay and discharge, or cause to be paid and discharged, before delinquency, all real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and other governmental charges and any interest or costs for penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Real Property which at any time prior to or after the execution of this Mortgage may be assessed, levied or imposed upon the Real Property, or the rent or income received therefrom, or any use of occupancy thereof, and any other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of Mortgagor's properties.

3.5 **Repair.** Mortgagor will keep the Real Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof, and will use Mortgagor's best efforts to prevent any act or thing which might impair the value or usefulness of the Real Property. Mortgagor shall not make any alternations or additions to the Improvements or remove any of the Improvements if such alternations, additions or removal would impair the value of the Real Property.

3.6 **Inspection.** District shall have the right, individually or through agents, at all reasonable times to inspect the Real Property.

3.7 **Indemnification.** Mortgagor shall indemnify and hold District and District's agents, legal representatives, heirs, successors and assigns harmless against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising out of or in any way related to or affecting the Real Property or Mortgagor's use thereof.

3.8 **Construction Liens.** Mortgagor shall not permit or suffer any construction or similar lien on any of the Real Property, except as such liens may be filed in the normal course by contractors, suppliers and the like. Mortgagor shall remove or cause the removal of all such liens by payment of amounts due on account thereof. If Mortgagor desires to contest any

such lien, immediately upon the commencement of any litigation concerning the same, Mortgagor may contest the lien by posting a bond necessary for its removal.

4. Events of Default. Each of the following shall be an Event of Default.

4.1 Failure to Pay. The failure of the Mortgagor to pay any portion of the Indebtedness when it is due.

4.2 Other Defaults. The failure of Mortgagor to observe or perform any of the Obligations, other than as specified in this paragraph 4, within 10 days after notice from District specifying the nature of the deficiency. No notice of default and opportunity to cure shall be required if during the prior 12 months District has already sent a notice to Mortgagor concerning a deficiency in performance of the same obligation.

4.3 Insolvency. The insolvency of Mortgagor; abandonment of the Real Property, or any parcel or portion thereof; an assignment by Mortgagor for the benefit of creditors; the filing by Mortgagor of a voluntary petition in bankruptcy or an adjudication that Mortgagor is bankrupt; the appointment of a receiver for the property of Mortgagor; or the filing of an involuntary petition in bankruptcy and the failure of Mortgagor to secure the dismissal of the petition within 30 days after filing. Any Event of Default under this paragraph 4 shall apply and refer to Mortgagor, any guarantor of the Indebtedness, and to each of the individuals or entities which are collectively referred to as "Mortgagor."

4.4 Transfer. The sale, conveyance, transfer or other disposition of the Real Property, or any part thereof, or any interest therein, including the transfer of possessory rights therein, directly or indirectly, either voluntarily, involuntarily or by operation of law, by contract, deed or otherwise, without District's prior written consent, which consent shall not be unreasonably withheld. The District may attach such conditions to its consent as District may determine in its sole discretion, including without limitation, an increase in the interest rate or the payment of transfer of assumption fees and the payment of administrative and legal fees and costs incurred by District.

4.5 The default under any superior encumbrance to this mortgage.

5. Remedies. Upon the occurrence of any Event of Default, District may exercise any one or more of the following remedies:

5.1 Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable.

5.2 Foreclosure. Foreclose this Mortgage in the manner provided by law for mortgage foreclosures.

5.3 Receiver. District shall be entitled, as a matter of right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of

Mortgagor or the adequacy of the Real Property as security, to have a receiver appointed to enter upon and take possession of the Real Property, collect the rents therefrom, and apply the same as the court may direct. Any receiver appointed may serve without bond. District shall not be disqualified to serve as receiver. The expense of the receivership (including counsel fees and other costs) shall be secured by this Mortgage.

5.4 Remedies Cumulative and Concurrent. The rights and remedies of District as provided in the Indebtedness and this Mortgage shall be cumulative and concurrent and may be pursued separately, successively, or together against Mortgagor or against other obligors, or against the Real Property, or any one or more of them, at the sole discretion of District, and may be exercised as often as occasion therefore shall arise.

5.5 Nonwaiver. The election of District not to exercise any option or remedy which they may have under this Mortgage with respect to any Event of Default shall not be deemed a waiver of District's right to exercise such rights or options as to any proceeding or subsequent Event of Default, nor shall it be deemed a waiver with respect to that Event of Default or any other remedy available to District under this Mortgage, the Note or applicable law.

5.6 Termination of Services. Mortgagor agrees that sanitary sewer service is necessary and vital for the continued use and functioning of the subject real property. If a default occurs under the terms of this Trust Deed, which default is not cured thirty days following written notice to Mortgagor, the beneficiary, in addition to any other remedies, may terminate sewer service to the subject property. Mortgagor, or its successors or assigns, shall be responsible for all costs associated with disconnection of service and reconnection to the public sewerage system.

6. Miscellaneous.

6.1 District's Right to Act. Upon an Event of Default, District may, at District's option and without waiver of the default, perform the same on behalf of Mortgagor. Expenditures made or charges incurred by District for the foregoing purposes shall be paid by Mortgagor to District immediately upon demand and shall be secured by this Mortgage. Nothing herein shall require District to advance monies for any purpose or to do any other act, and District shall not incur any persona liability because of District's action or inaction under this paragraph.

6.2 Attorney Fees and Costs. In the event action is instituted to enforce or interpret any of the terms of this Mortgage, the prevailing party shall be entitled to recover from

the losing party reasonable attorney fees incurred in the action, as set by court, at trial, on appeal or review.

6.3 **Time of Essence.** Time is of the essence in the payment of the Indebtedness and the Performance of the Obligations under and secured by this Mortgage.

6.4 **Applicable Law.** This Mortgage shall be governed by and construed according to the laws of the State of Oregon.

6.5 **Interpretation.** In interpreting this Mortgage, the singular shall include the plural. If Mortgagor consists of more than one person or entity, each such person and entity shall be jointly and severally liable to pay the Indebtedness and perform the Obligations.

6.6 **Severability.** In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the Indebtedness and remaining Obligation shall be in no way effected, prejudiced or disturbed thereby.

6.7 **Modification.** This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

IN WITNESS WHEREOF, the Mortgagor has set his/her/their hand on the day and year first herein above written.

_____	_____
(Legal owner)	(Legal owner)
_____	_____
Mailing Address	Mailing Address

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____day of _____, 20____
by _____.

_____
Notary Public for Oregon
My Commission Expires: _____

EXHIBIT “A”

All of that portion described in deed reference 2008-013621

(Tax Lot22E05CA02000)

Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Contract Documents with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant

Purpose/Outcomes	Approval of a contract for PeroxyChem LLC to provide the disinfection chemical Peracetic Acid and a turn-key dosing system to the Tri-City Service District.
Dollar Amount and Fiscal Impact	Funding for chemical disinfection $155,500 per year with an option to renew for two (2) additional 1 (1) year periods.
Funding Source	Tri-City Service District Budget fiscal year 15/16. No General Funds will be used.
Duration	Effective from approval date through June 30, 2016, with an option to renew for two (2) additional 1 (1) year periods.
Previous Board Action/Review	None.
Strategic Plan Alignment	1. This project supports the WES Strategic Plan to provide a safe environment to the members of our community to live, work, and play. 2. This project supports the County's Strategic Plan to ensure safe, healthy, and secure communities
Contact Person	Michael Trent, Wastewater Treatment Manager – 503-557-2804
Contract No.	TBD

BACKGROUND:

The Tri-City Water Pollution Control Plant (Tri-City) is located in Oregon City, Oregon. The plant is designed for an average dry weather flow capacity of 11.9-mgd and a peak flow treatment capacity of 68.6-mgd. The common plant facilities are an influent pump station, headworks with screening and grit removal, and primary treatment. The flow is then split between two secondary systems: a conventional activated sludge secondary treatment system with chlorine disinfection and a membrane bioreactor system (MBR) with UV disinfection. Solids handling consists of waste activated sludge thickening on gravity belt filters, anaerobic digestion, and centrifuge dewatering.

Tri-City currently provides disinfection to two process streams. One stream is the conventional activated sludge (CAS) effluent and the second is the MBR effluent. The CAS system is currently using 15% peracetic acid (PAA) in place of gaseous chlorine for disinfection. The MBR effluent disinfection is done with a ultra violet (UV) system.

Tri-City has been doing a full-scale pilot since October 2014 and the results have been positive. Based on these reuslts, the Tri-City Service District ("District") has requested a NPDES permit modification to allow the use of PAA instead of gaseous chlorine for disinfection of the CAS effluent. The Department of Environmental Quality (DEQ) has requested a continuation of the pilot to acquire more data and for the District to improve the performance of the disinfection in order to gain approval for long term use of PAA for disinfection. The anticipated date of completion of the pilot trial is December 31, 2016.

A Request for Proposals was issued November 18, 2015. At the time of closing on December 9, 2015, two responsive proposals were received: PeroxyChem LLC and USP Technologies. The proposals were reviewed by an evaluation committee. Based upon the evaluation criteria detailed in the Request for Proposal, the proposal from PeroxyChem LLC was the one best meeting the needs of the District for this project.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District, a county service district, approve the contract documents with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant for $155,500 per year.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the agenda of - **February 18, 2016** - by the Purchasing Division.

CLACKAMAS COUNTY

LANE MILLER
MANAGER

PURCHASING DIVISION

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

February 11, 2016

MEMORANDUM TO THE BOARD OF COUNTY

COMMISSIONERS

Please place on the Board Agenda of February 18, 2016 approval of the contract with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant. This project was requested by Greg Giest, Director, Water Environment Services.

A Request for Proposals was issued November 18, 2015. At the time of closing on December 9, 2015, two responsive proposals were received: PeroxyChem LLC and USP Technologies. The proposals were reviewed by an evaluation committee. Based upon the evaluation criteria detailed in the Request for Proposal, the proposal from PeroxyChem LLC was the one best meeting the needs of the District for this project.

The amount of this contract is $155,500. Funds are budgeted in the Tri-City Service District budget for FY 15/16.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District, a county service district, approve the contract documents with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant for $155,500 per year.

Respectfully submitted,

Tom Averett, CPPB
Buyer

MATERIALS AND SERVICES CONTRACT WITH PEROXYCHEM, LLC. TO FURNISH AND INSTALL A 15% PERACETIC ACID TURN KEY DOSING SYSTEM, EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES

This contract for materials and services (this "Contract") is entered into by and between **the Tri-City Service District (DISTRICT)**, a political subdivision of the State of Oregon, hereinafter referred to as the DISTRICT, and **PeroxyChem, LLC,** hereinafter called the CONTRACTOR, to provide the materials and services described below and in the Request for Proposals issued November 18, 2015 , the Addendum issued December 3, 2015 and the Proposal Response dated December 17, 2015, which by this reference are hereby made a part of and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE

This Contract covers the materials and services as described in Request for Proposals issued November 18, 2015 , Addendum No. 1 issued December 3, 2015 and the Proposal Response dated December 17, 2015. Work shall be performed in accordance with a schedule approved by the DISTRICT. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services**.** The Contract shall commence **upon contract execution and continue through January 31, 2017.** This contract may be renewed for up to two (2) additional one year contracts with the written approval of both parties.

II. COMPENSATION

A. The DISTRICT agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall not exceed **$155,550.00**

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

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

2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT 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 Oregon Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, DISTRICT, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

E. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;

3. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

III. <u>CONSTRAINTS</u>

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

c. Not permit any lien or claim to be filed or prosecuted against the DISTRICT on account of any labor or material furnished.

2. 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 such claim becomes due, the proper officer representing the DISTRICT may pay such claim

to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

7. The CONTRACTOR agrees to indemnify, hold harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), 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 or agents.

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the DISTRICT and CONTRACTOR. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.

10. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this

Contract. Any violation shall entitle DISTRICT to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to DISTRICT'S setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DISTRICT shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and DISTRICT may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

a. Reducing or withholding payment;

b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

V. <u>INSURANCE REQUIREMENTS</u>

A. <u>COMMERCIAL GENERAL LIABILITY</u>

☒ Required by DISTRICT ☐ Not required by DISTRICT

The CONTRACTOR agrees to furnish the DISTRICT evidence of commercial general liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$_____ / $2,000,000 general annual aggregate for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The DISTRICT, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

☒ Required by DISTRICT ☐ Not required by DISTRICT

The CONTRACTOR agrees to furnish the DISTRICT evidence of business automobile liability insurance in the amount of not less than $1,000,000 combined single limit for bodily injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents 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 DISTRICT, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

☐ Required by DISTRICT ☒ Not required by DISTRICT

CONTRACTOR agrees to furnish DISTRICT evidence of professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/ $2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of DISTRICT, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. DISTRICT, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

☐ Required by DISTRICT ☒ Not required by DISTRICT

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 DISTRICT. 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 DISTRICT for review and approval.

E. The certificate of insurance, other than the pollution liability insurance shall include the DISTRICT 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 DISTRICT as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the DISTRICT 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 DISTRICT under this insurance. This policy(s) shall be primary insurance as respects to the DISTRICT. Any insurance or self insurance maintained by the DISTRICT shall be excess and shall not contribute to it.

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

G. 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, whichever is greater, 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.

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the DISTRICT as an additional insured. Proof of insurance must include a copy of the endorsement showing the DISTRICT as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the DISTRICT.

This policy(s) shall be primary insurance as respects to the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be excess and shall not contribute to it.

I. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the DISTRICT.

VI. SUBCONTRACTS

The CONTRACTOR shall be responsible to the DISTRICT for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

VII. TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County, acting as the Governing Body of the DISTRICT.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The CONTRACTOR agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

PEROXYCHEM LLC
2005 Market Street, Suite 3200
Philadelphia, PA, 19103

_____
Entity Type/State of Formation*

_____
Authorized Signature

_____
Name / Title (Printed)

_____
Date

_____
Telephone/Fax Number

NA
CCB License # (if applicable)

_____
Oregon Business Registry #

Clackamas County Board of
County Commissioners
Acting as the Governing Body of
the Tri-City Service District

_____
Chair

_____
Date

_____
Recording Secretary

Approved as to Form

_____
County Counsel

* Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.

Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract Documents between
Clackamas County Service District No. 1 and OBEC Consulting Engineers, Inc.
for Consulting Services Related to the Clackamas County Service District No. 1
82nd Drive Bridge – North Approach Replacement Project

Purpose/Outcomes	Design a replacement of the north approach to this bridge structure that supports vital wastewater, gas and communication utilities and provides a important pedestrian link between Gladstone and the City of Oregon City.
Dollar Amount and Fiscal Impact	Funds for the design of the 82nd Drive Bridge – North Approach Replacement project plan are budgeted in the FY 2015-2016, FY 2016-2017 and FY 2017-2018 budget. Contract maximum value is $268,000.00.
Funding Source	Clackamas County Service District No. 1 FY 2015-2016, FY 2016-2017 and FY 2017-2018 annual budgets.
Duration	Effective from approval date through December 31, 2017.
Previous Board Action	Design is in the Clackamas County Service District No. 1 budget as approved by Board of County Commissioners on June 25, 2015, Resolution # 2015-72.
Strategic Plan Alignment	1. This Master Plan effort strongly supports the WES Strategic Plan to provide partner communities with wastewater infrastructure and capacity strategies for projected growth. 2. This supports the County Strategic Plan that by June of 2016, the County will have a plan in place that will achieve sewer improvements and funding to support the expected 20-year growth horizon.
Contact Person	Dewayne Kliewer, PE, Project Manager – WES 503-793-7291
Contract No.	P112165

BACKGROUND:

The 82nd drive bridge (built in 1921) was purchased by Clackamas County Service District No. 1 in 1998 to provide a support for planned sanitary sewer conveyance piping. Significant rehabilitation efforts to the bridge structure itself were completed in 2002. This bridge now supports a 12” and a 20” sanitary sewer forcemain piping as well as a gas line and an important link of the Clackamas Broadband Express fiber-optic communications system.

The original south timber-supported approach to this bridge was replaced after the timber supports were destroyed in a 2006 fire.

During the 2012 construction of the Intertie #2 sanitary sewer forcemain across this bridge, the north approach timber supports were evaluated by resistograph testing and found to be in unsafe condition. The bridge was closed to pedestrian traffic until a timber reinforcement design was completed by OBEC and the recommendations implemented through our Intertie #2 construction contract. The OBEC design defined these reinforcement measures as providing a 5-year design-life extension to the north approach – which means that the replacement for this north approach should be in place by summer 2017.

A study was also completed by OBEC in 2015 that evaluated 7 potential crossings of the Clackamas River with our pending 30" sanitary sewer forcemain project. This study concluded that the best option was to install the 30" forcemain pipe on the deck of this 82nd Drive bridge deck.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of the Clackamas County Service District No. 1, a county service district, approve and execute the consulting services contract documents between Clackamas County Service District No. 1 and OBEC Consulting Engineers, Inc. for the 82nd Drive Bridge – North Approach Replacement project for an amount not to exceed $268,000.00.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the agenda of - February 18, 2016 - by Purchasing.

CLACKAMAS COUNTY

LANE MILLER
MANAGER

PURCHASING DIVISION

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

February 18, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **February 18, 2016** this contract with OBEC Consulting Engineers Inc. for **Engineering Services Related to the Clackamas County Service District No. 1 82nd Drive Bridge – North Approach Replacement** for Clackamas County Water Environment Services acting on behalf of the Clackamas County Service District No. 1. This project was requested by Dewayne Kliewer, Project Manager and was publicly advertised in accordance with ORS 279. Twenty-nine proposal packets were requested and sent out with one proposal response received: OBEC Consulting Engineers. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. OBEC Consulting Engineers Inc. was selected to enter into contract. The contract amount is not to exceed $268,000.00. The contract term is from contract execution through December 31, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under WES/Clackamas County Service District No. 1 for fiscal years 2015/2016, 2016/2017, and 2017/2018.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

AGREEMENT TO FURNISH PROFESSIONAL SERVICES
FOR THE
CLACKAMAS COUNTY SERVICE DISTRICT NO.1
82ND DRIVE BRIDGE – NORTH APPROACH REPLACEMENT

THIS AGREEMENT to furnish Consulting Services (this "Agreement"), made and entered into on this _____ day of _____ in the year 2015 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, being a county service districts formed under ORS 451 (collectively hereinafter referred to as the "District") and **OBEC CONSULTING ENGINEERS INC.** (the "Consultant").

WITNESSETH: That whereas the District intends to engage the Consultant to perform the professional services described in the Request for Proposal, the Proposal Response and Exhibit A ("Services"), on the schedule set forth on Exhibit B ("Schedule"), each as attached hereto and incorporated by reference, hereinafter called the "Project."

RECITALS

NOW, THEREFORE, the District and the Consultant for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE CONSULTANT

The Consultant agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project. This work shall include the review and utilization of pertinent existing information, design of a new north approach to this bridge and all required services during construction. The term of the contract shall be through **December 31, 2017.**

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A, the District will:

2.1 Provide adequate information to the Consultant regarding the District's requirements for the Project.

2.2 Assist the Consultant by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.

2.5 Furnish to the Consultant, prior to the Consultant's preparation of the work product, a copy of any design and construction standards the District shall require the Consultant to follow in the preparation of the work product.

2.6 Obtain approvals and permits from authorities having jurisdiction over the Project at the City and County level, and such approvals and consents from others at the local level as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for the Consultant to perform the work contemplated hereunder). The Consultant is to acquire, assemble and provide all necessary documentation for permit applications to State and Federal levels (i.e. DSL, Fish and Wildlife, and USACE, etc.)

2.7 Give prompt notice to the Consultant whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

ARTICLE 3 – CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant agrees to complete the project tasks described in Exhibit A. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Consultant's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession.

3.2.2 The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the District shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.

3.2.3 The Consultant and the District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to the Consultant's scope of services, times of performance, or compensation.

3.3 Quality Assurance

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Consultant within a reasonable time. The Consultant shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: __, or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on a comment form as approved by the District. The District shall have the option to conduct another full review or to spot check the document to see

that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Consultant regarding their refusal to accept a comment, the District may stop any further review and return the document to the Consultant marked as incomplete. The Consultant shall correct the documents to the District's satisfaction and then declare the documents complete. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Consultant agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Consultant's cost and will be back-charged on an hourly basis at the average billing rate of the Consultant's work under this Agreement.

3.4 Changes

In the normal course of administering the work under this Agreement, the District may give directives to the Consultant, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Consultant believes is a change in scope or schedule, the Consultant shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the Agreement amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.24 hereof.

3.5 Consultant's Project Manager

The Consultant shall assign the following key personnel to do the work in the capacities and amounts designated below. The following also lists an estimated range of effort the key personnel will spend on the Project based on the Services, Schedule and Compensation amount in this Agreement.

Person/Firm	Position	Estimated Effort

The Consultant shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION

4.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Consultant shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 4.5, shall have authority to give such authorizations.

4.2 This Agreement shall be effective as of the Consultant's receipt of the written authorization to proceed and shall be completed as set forth in the attached Exhibit B, as amended (the "Schedule").

4.3 As part of the Services, within ten (10) days after receipt of the authorization to proceed, the Consultant shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general schedule set forth on Exhibit B. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Engineer's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

4.4 Progress Schedule Submittal

The updates shall indicate the actual start and finish dates of each activity that has been completed prior to the update data date. Actual start dates and the remaining duration shall be posted for each activity that is in progress on the data date. Estimates of percent complete will not be an acceptable substitute for a remaining duration figure. All work remaining to be completed shall be scheduled after the Schedule's progress data date.

4.5 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve sub consultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Dewayne Kliewer, PE.

ARTICLE 5 - PAYMENTS TO CONSULTANT

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

5.1 Compensation

5.1.1 The District agrees to pay Consultant an amount not to exceed **$268,000.00** (the "Maximum Amount") for services as billed monthly. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.

5.1.2 The Consultant is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.

5.1.3 The District may withhold from payments due the Consultant such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Consultant, the failure of the Consultant to perform as required under this Agreement, or claims filed against the Consultant or the District relating to the Consultant's services or work under this Agreement.

5.2 Billing and Payment Procedure

5.2.1 The Consultant will provide monthly percentage complete invoices to the District for work performed during the preceding month. The invoices will be accompanied by a monthly progress report for each Services Task listed in Exhibit A (Task"), which shall be a narrative of work accomplished, tied to the milestones indicated in the Schedule. For each Task, the progress report will include: budgeted hours, actual hours spent, dollars spent, dollars remaining, percent spent and estimate of percent complete. The Consultant shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Consultant within thirty (30) days of the District's receipt of the Consultant's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the District's receipt of the Consultant's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

6.1.1 The District and the Consultant, by mutual written agreement, may terminate this Agreement at any time.

6.1.2 The District, on thirty (30) days' prior written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.1.3 Either the District or the Consultant may terminate this Agreement in the event of a

breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.

6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Consultant due to a breach by the District, then the District shall pay the Consultant as provided in Paragraph 6.2.3.

6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Consultant, then the District shall pay the Consultant as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.

6.2.4 In the event of early termination, all of the Consultant's work product will become and remain property of the District.

6.3 Remedies

6.3.1 In the event of termination under Paragraph 6.1.3 by the District due to a breach by the Consultant, then the District may complete the work either itself, or by agreement with another Consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof then the Consultant shall pay to the District the amount of the excess.

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

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

6.4 Indemnification and Insurance

6.4.1 The Consultant agrees to indemnify, hold harmless and defend the District, its officers, commissioners, agents and employees from and against all claims and actions, and all

expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Consultant or the Consultant's employees or agents.

6.4.2 The Consultant agrees to furnish the District evidence of commercial general liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence / $2,000,000 general annual aggregate for personal injury and property damage for the protection of the District, 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 Agreement. The District, at its option, may require a complete copy of the above policy.

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

6.4.4 If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of thirty-six (36) months or the maximum time period the Consultant'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 its retroactive date is on or before the effective date of this contract.

6.4.5 The Consultant agrees to furnish the District evidence of business automobile liability insurance in the amount of not less than $1,000,000 combined single limit for bodily injury and property damage for the protection of the District, 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 Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.6 If the services to be provided pursuant to the Proposal Response are professional and/or consultative, the Consultant shall furnish the District evidence of professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$2,000,000 general annual aggregate for personal injury and property damage and malpractice or error and omission coverage for the protection of the District, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the performance of the Consultant or the Consultant's agents or employees under this Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.7 The insurance, other than the Professional Liability and Workers' Compensation insurance, shall include the District as a scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the District as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the District 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 District under this insurance. This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

6.4.8 The Consultant shall require that all of its subconsultants of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Consultant under this Agreement, unless this requirement is expressly modified or waived by the District in writing.

6.5 Oregon Law and Forum

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

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

6.6 Workers' Compensation Coverage Requirements

The Consultant is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any Workers' Compensation coverage under this Agreement. If the Consultant hires sub consultants for the performance of this Agreement, the Consultant agrees to require that the sub consultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Consultant.

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

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

6.7 Subcontracts

The Consultant shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Consultant shall require subconsultant to agree, as to the portion subcontracted, to fulfill all obligations of the Consultant as specified in this Agreement. Notwithstanding District approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

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

6.9 Notice

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

If to the District: Clackamas County Service District No. 1
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Dewayne Kliewer, PE

Copy to: County Counsel
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the Consultant: _____
_____
_____
_____

6.10 Severability

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

6.11 Integration

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

6.12 Funds

The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Years 2015-2016. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this Agreement, the District may immediately terminate this Agreement by giving written notice of termination to the Consultant. The Consultant shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a Project provided for herein are to be prepared by the Consultant through exercise of experience and judgment in applying currently available cost data. It is recognized that the Consultant has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so the Consultant cannot warrant that Project construction costs will not vary from cost estimates. However, the Consultant will keep the District appraised of changes throughout the Project that significantly impact the estimated construction costs provided.

6.14 Ownership of Documents

6.14.1 All work the Consultant performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Consultant produces in connection with this Agreement. On completion or termination of the Agreement the Consultant shall promptly deliver these materials to the Project Manager.

6.14.2 The Consultant may retain for its own records and at its own cost copies of the materials referred to in subsection (a) of this section.

6.14.3 Any use the District makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.

6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Consultant's knowledge and approval.

6.15 Commencement of Work

The Consultant agrees that work being done pursuant to this Agreement will not be commenced until after:

6.15.1 All Insurance is obtained, as specified in Paragraph 6.4 and 6.6.

6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the Project shall be released by the Consultant for publication, advertising, communication with the media, or for any other purpose, without prior written approval of the District.

6.17 Maintenance of Records

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

6.18 Audit of Payments

6.18.1 The District, either directly or through a designated representative, may audit the records of the Consultant at any time during the three (3) year period established by Paragraph 6.17.

6.18.2 If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall immediately repay the amount of the excess to the District.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

6.19.1 The Consultant agrees that he or she shall:

a. Make payments promptly, as due, to all persons supplying to the Consultant labor or materials for the performance of work contemplated by this Agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.

c. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.

d. Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

6.19.2 If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Consultant by reason of this Agreement. Further, the Consultant or any first-tier subconsultant under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Consultant, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.

6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

6.19.5 The Consultant shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6.19.6 The Consultant and all employers working under this Agreement are subject employers under ORS 656.017.

6.19.7 The Consultant shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the Consultant agrees as follows:

6.20.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Consultant agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.

6.20.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.

6.20.3 The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Consultant's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Tax Laws

6.21.1 The Consultant represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

b. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;

c. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and

d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.21.2 Consultant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Consultant's warranty in this Agreement that Consultant has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle District to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but limited to:

a. Termination of this Agreement, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to District's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of District's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

6.22 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.23 Headings

The headings used in this Agreement are for general reference only and are not part of the Agreement language. This Agreement should be construed without giving any meaning to any

headings included herein.

6.24 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.24.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.24.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.24.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.24.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, the District shall select one arbitrator and the Consultant shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.24.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.24.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.24.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.24.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.24.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.24.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.25 Amendments

The District and the Consultant may amend this Agreement at any time only by written amendment executed by the District and the Consultant. Any amendment that increases the amount of compensation payable to the Consultant in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the District.

6.26 Waiver

The District and the Consultant shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

6.27 Time is of the essence of this Agreement.

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

OBEC Consulting Engineers Inc.
920 Country Club Road, Suite 100B
Eugene, OR 97401

_____
Authorized Signature

_____
Name / Title (Printed)

_____
Date

_____
Telephone Number / Fax Number

_____
Federal Tax ID Number

077184-14
Oregon Business Registry Number

DBC Oregon
Entity Type / State of Formation

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS Acting as the Governing Body of Clackamas County Service District No. 1 by:

_____
Chair

_____
Recording Secretary

_____
Date

APPROVED AS TO FORM

_____
County Counsel

_____
Date