



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 20, 2023 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- *Attend in person, location listed above*
- *Register to provide electronic testimony (email recorderteam@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email recorderteam@orcity.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

- 1. CONVENE MEETING AND ROLL CALL**
- 2. FLAG SALUTE**
- 3. CEREMONIES AND PROCLAMATIONS**
- 4. CITIZEN COMMENTS**

[Citizens](#) are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

- 5. PRESENTATIONS**

[5a.](#) Parks and Recreation Advisory Committee Annual Report

[5b.](#) Programming at the Ermatinger House

- 6. ADOPTION OF THE AGENDA**
- 7. CONSENT AGENDA**

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

[7a.](#) OLCC: Liquor License Application – Off Premises, Sierra Enterprises Oregon, Inc., 1002 Molalla Ave., Oregon City

[7b.](#) Resolution No. 23-18, Amend Current Parks and Recreation Advisory Committee Bylaws

[7c.](#) Youth Opioid Prevention Grant Program

[7d.](#) Opioid Settlement Agreement Addendum with Additional Opioid Distributors

[7e.](#) Personal Services Agreement with Geotechnical Resources, Inc. for the City-Wide Landslide Monitoring (PS 23-015)

[7f.](#) Public Improvement Contract with Landis & Landis Construction for the Linn Basin Sanitary Sewer I&I Rehab Project 1 (CI 23-001)

[7g.](#) Older Americans Act Subrecipient Agreement 24-012

[7h.](#) Minutes of the May 17, 2023 City Commission Meeting

[7i.](#) Minutes of the June 7, 2023 City Commission Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Sports Groups - Memorandums of Understanding

[9b.](#) Intergovernmental Agreement (IGA) with Clackamas River Water (CRW) for the Provision of Water Service to the Thimble Creek Concept Plan Area

[9c.](#) Local Authorization to Prohibit Psilocybin Facilities.

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments.

Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

Dear City Hall, Commission and Planning,

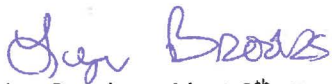
I am writing to discuss the horrendous and extremely unpleasant news that there is going to be a homeless center built here in Oregon City. This cannot happen!!!!

As it is My Fathers Heart facility is bringing in VERY bad element to this once nice city. I was floored when I heard City Hall was wanting to destroy the city completely. I understand there is the issue of bringing more revenue to town but not like this. This helps us in no way, and it will take a toll on all our emergency resources to the point that tax paying citizens will suffer needlessly.

I have noticed in the last few years this city has declined in a huge way. With drug addicts roaming the streets at all hours of the day and night to homeless sleeping and defecating in citizens yards. People like me are willing to commute a longer distance for work to not have to deal with the mess that is Portland, yet you are bringing Portland's mess here. WHY????????? Portland is trying to claim they are cleaning things up, but this is a farse. Sending all the homeless to surrounding areas is not cleaning up. It is destroying these other cities. Crime is increasing already because of My Fathers Heart inviting bad element to Oregon City. We should have a say. It's bad enough hundreds of Illegal immigrants were dumped here without citizens approval. They are walking the streets and graffiti has increased significantly. I get up very early to walk my dog before I go to work, because of my commute and I have to carry various weapons on my walk because of the Homeless and drug addicts already here. That is not fair!

We do NOT want anything more in Oregon City to destroy it and make it Portland. No inviting the homeless here or more drug addicts.

Thank you for your time and consideration.



Lyn Brook; resident 9th street, Oregon City

Jakob Wiley

From: Info - Ukrainian Foundation <info@ukrainian.foundation>
Sent: Tuesday, September 19, 2023 10:32 PM
To: Greg Williams; Denise Butcher; terri.hanno@orecity.k12.or.us
Cc: recorderteam; Adam Marl; Mike Mitchell; Frank O'Donnell; Rocky Smith, Jr.; tetyana.zelyanovska@ukrainian.foundation; Yuri Boyechko; brownl@clackesd.org
Subject: request to CANCEL library event that normalizes genocide and traumatizes vulnerable refugee community

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Oregon City Library Staff,

As one of several Ukrainian community organizations in Oregon, Ukrainian Foundation receives calls for help and messages of concern from Oregon's large Ukrainian immigrant and refugee community. Often refugees and recent immigrants don't feel comfortable to reach out to American government institutions themselves, so it falls to community organizations like ours to bring community concerns to government agencies, such as libraries, when they are unconsciously organize and promote events that harm and further traumatize vulnerable refugee communities.

We are deeply concerned about the event organized and promoted by Oregon City Public Library scheduled for September 22nd. We have tried reaching the library by phone but our efforts have not been successful—the automatic response message is on a loop and does not allow to reach a human being, even during library work hours.

Below is the information about the event that is so upsetting to Ukrainian refugees from the Russian aggression whose homes have been destroyed by Russian bombings and whose families in Ukraine are continuing to suffer from ongoing Russian genocide:

"Dance Dance Oregon City | Eastern Europe

Friday, September 22, 5:00 - 6:30 PM

Our Dance Dance Oregon City program concludes with an Eastern European themed evening! Join master folk dancer, Heidi Vorst, and your neighbors in Oregon City for an interactive [community dance party](#) featuring dances from Russia, Ukraine, and other Slavic/Baltic countries! Lesson

included, all ages welcome.

Location: Redland Elementary School, 18131 S. Redland Rd., Oregon City, OR 97045”

We respectfully request that the library **CANCEL** the event until the library staff has held a meeting with the Ukrainian community to receive feedback from the community regarding the morality and ethics of holding a dance party uniting the aggressor (Russia) and victim (Ukraine) during **ongoing genocide** that has been characterized by brutal murders, rapes, torture, and human trafficking of tens of thousands of Ukrainian children.

If the library does not want to cancel the event, then make it about the culture of the performer—**Heidi Vorst**—instead of appropriating other countries’ cultures. Unless Heidi Vorst is Ukrainian and has learned the art of Ukrainian dance in Ukraine, it is cultural appropriation for the dancer to teach Ukrainian dance at the time when we have a number of Ukrainian dance teachers in Oregon. Ukrainian Foundation would be happy to connect Oregon City Public Library with Ukrainian dance teachers, including a Ukrainian refugee from the Russian aggression whose livelihood in Ukraine has been destroyed by Russian aggressors.

We also encourage the library to reach out to the Baltic community and ask them if they want to be associated with the event that centers Russia and whose promotional flyer is in English and Russian—not a single other “Easter European” language, not a single Baltic language. The Baltic countries are not majority Slavic, not majority Russian speaking. They have their own languages, their own culture, their own traditions and history. Like Ukraine, they were victims of Russian and Soviet imperialism and Soviet genocides. The restoration of the Baltic independence took place over 32 years ago—in 1991. These countries are part of the European Union and may prefer to be associated with free European community of nations rather than their former imperial master.

If you have any questions, we are happy to schedule a call to discuss the concerns of the Ukrainian community. We would be happy to help the library organize events that center Ukrainian culture. We can also help the library translate flyers and other materials into Ukrainian language if necessary. You can reach us at email info@ukrainian.foundation.

Sincerely,

Ukrainian Foundation team.

P.O. Box 975
Beaverton, OR 97075



Virus-free. www.avast.com



September 20, 2023

City Commissioners
City of Oregon City
P. O. Box 3040
1211 Jackson Street
Oregon City, Oregon 97045

City Commissioners:

The Clackamas County Historical Society has successfully collaborated with the Ermatinger House on education programs and community events. The Stevens-Crawford Heritage House has worked with the Ermatinger House on two heritage days' events: *Sleigh Bells of Oregon City* and *Weddings through the Centuries*, a mock Edwardian wedding with hundreds of visitors attending both events. We are currently partnering with the Ermatinger House on a sold-out Friday Night Frights event.

We have also worked with the Ermatinger House on a schools-to-museum collaboration that presents the history of what domestic life was like during the 1800s and 1900s and how it is different from today. The programs that we have developed for 4th and 5th graders align with the Oregon Department of Education Standards. During our joint education program, we have a scavenger hunt where students experience the history of Oregon City. They even send a telegram! Last spring, 421 students attended programs at both the Ermatinger House and the Stevens-Crawford Heritage House. We have promoted this new education program to teachers in Clackamas County with the goal of reaching underserved students who have never visited a historic house before. The Ermatinger House is also a partner in CCHS's upcoming free teacher workshop on how a museum visit aligns with Oregon Department of Education's Content Standards. Pittock Mansion's Katie Williams, Senior Manager of Education & Programs, and

MUSEUM OF THE OREGON TERRITORY • STEVENS-CRAWFORD HERITAGE HOUSE

P.O. Box 2211 Oregon City, OR 97045
503-655-5574 www.clackamashistory.org
501c (3) Tax ID # 93-6024919



Dr. Jennifer Fang, Director of Interpretation & Community Engagement, will deliver a free presentation that will answer these important questions. Resources will be provided for learning about the history of Clackamas County from local heritage partners and for participating in National History Day. Audience members will leave with free passes to Clackamas County museums and heritage sites.

Our partnership has allowed two historic houses to continue to be relevant to our community and re-build school group programs after COVID-19 safety precautions prevented schools from visiting museums during the past two years. Heritage is integral to the learning experience through our schools-to-museum partnership. What makes our partnership important to our communities is that we preserve and share powerful stories of people's lives and how Oregon City has changed over time. Experiencing historic homes helps visitors understand how events in the past shaped the present. We learn how people lived, overcame hardships, and can look at the past with the goal of creating a better future.

Thank you,

A handwritten signature in blue ink that reads "Stephen M. Greenwood". The signature is fluid and cursive, with a large, stylized initial "S" and "G".

Stephen Greenwood, Executive Director

MUSEUM OF THE OREGON TERRITORY • STEVENS-CRAWFORD HERITAGE HOUSE

P.O. Box 2211 Oregon City, OR 97045
503-655-5574 www.clackamashistory.org
501c (3) Tax ID # 93-6024919

Jakob Wiley

From: Ward Spears <ward.spears@eleetere.com>
Sent: Wednesday, September 20, 2023 3:02 PM
To: recorderteam; jrowan@foxengineering.com; 'Malcolm Shuey'
Subject: 402 S McLoughlin request to reduce SDC fees
Attachments: 402 S McLoughlin Captain Miller House SDC Reduction Request September 2023.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jakob,

If this topic could be discussed at tonight's city council meeting we would appreciate it. 402 S McLoughlin has been used for many years as a commercial space, back in to the 1970's at least. Currently there's a sale transaction between Fox Five, LLC who has owned and occupied it as a business since 2008 and the buyer is a law firm. There will be an approximately \$42,800 SDC fee based on change of use from residential to commercial which will occur when the buyer goes for a building permit to make their desired modifications. The attached describes the situation in more detail.

Here are a few key points:

1. The SDC fees are based on the idea the property is now changing use from residential to commercial even though it's been commercial forever.
2. When Fox Five bought the property in 2008 they obtained a sign permit yet the city "didn't know" there would be a business in there
3. Since 2008 Fox Five has had a business license at that address yet the city "didn't know" there was a business there
4. Since 2008 Fox Five has had all necessary safety inspections required by the city yet the city "didn't know" there was a business there
5. The city's own historical record state the property is used for commercial purposes (see attached, pages 4 & 10) yet the city "didn't know" there was a business there
6. The assessors office had the property listed as business use yet the city "didn't know" there was a business there

There's more and it's clear that through willful ignorance the city is taking advantage of the situation.

Please reconsider and substantially reduce or eliminate the fee.

Thank you,

Ward Spears



WARD SPEARS

PRINCIPAL BROKER

503.522.8269

449 3RD ST. LAKE OSWEGO, OR 97034

**FOX FIVE LLC**

402 S. McLoughlin Blvd.
Oregon City, OR 97045

Phone: (503)655-4445 | Fax: (503)655-4447 | Email: mshuey@foxengineering.com

Date: 5 September 2023

To: Mayor Denyse McGriff
Commissioner Rocky Smith,
Commissioner Frank O'Donnell
Commissioner Adam Marl
Commissioner Michael Mitchell

Oregon City, City Hall
625 Center Street
Oregon City, OR 97045

**Subject: System Development Charges for 402 S McLoughlin Blvd, Oregon City, OR
aka Captain Miller House**

To our Honorable Mayor and City Council,

We are the current owners of the property at 402 S McLoughlin Street (Captain Miller House) located directly on Highway 99E in the Canemah area of Oregon City. In 2008 we purchased the property and have operated our business at this location, a professional engineering sales company, specializing in providing designs for Industrial Process Products and HVAC Systems for the last 15 years. During this time our business employed between 5 and 6 office employees. The property was originally purchased from a business owner who ran an antique store out of the building for 30 years.

During our time of ownership we always believed we were complying with all the rules to operate a business within Oregon City. At the time of the purchase in 2008 by Fox Five, LLC the documentation on the property and building showed it as a Commercial property. More current documentation including a recent Taxlot Detail Report from the Oregon City Planning webpage again shows the property as Commercial or Historic Commercial (HC). See enclosed documentation.

Once the property was purchased we obtained a sign permit for our business and as required for Commercial use property we have always complied with the requirements for regular fire safety inspections. Fox Five LLC would not have bought the property in 2008 if we had known it was not actually Commercial use.

Now, we're selling the property to a local law firm, a professional office, who will use the property in a similar way to how we have used it over the last 15 years. Naturally, the buyer wants to make some changes to the property, and it was the permit related inquiry that caused the city to assess an approximately **\$42,800 SDC fee** to change the use from residential to commercial, even though the **actual use has been commercial for the last 45 years.**

Currently the city only has one trigger to notify itself of the change of use from residential to commercial, and that's a building permit. If it had been identified and assessed earlier it would have occurred in a much earlier stage of our inflationary cycle and the SDC change of use fee should have been much lower. If multiple "triggers" were used, the city could have assessed many properties a smaller amount rather than a few properties a large amount.

Next, we have learned that SDC fees on office space are determined by square footage. A building built in 1862 as a residence will not have nearly the efficient floorplan of a more recently constructed purpose-built commercial property, the older property should be assessed at a lower SDC rate per foot in comparison.

During the city council hearing on August 16 our property and 624 Main Street were brought up. There was an acknowledgment within the Council that things should be done differently, that current policy discourages use of the historic buildings in Oregon City. We're asking that the SDC fees being assessed on the property be lowered significantly due to the factors above.

We understand decisions of past city leadership have put current city leadership in a difficult position. Current policy makes it challenging to attract and keep good businesses in Oregon City, and it also creates a serious burden on small businesses that keep local commerce vibrant.

It is our hope that you are able to consider significantly lowering the SDC fee on 402 S McLoughlin (Historic Captain Miller House).

Please be mindful that we do have a short time frame because of the pending sale of the property.

Sincerely Yours,

Joe Rowan and Malcolm Shuey
Fox Five, LLC



Cc: Ward Spears

Enclosures pertaining to 402 S McLoughlin Blvd (Captain Miller) House:

1. 1983 Oregon Inventory of Historic Properties Inventory Form, stating present use: Antique Store. Available on Oregon City Planning Website
2. RE/MAX RMLS Description 12/12/2007 stating zoned Historical/Commercial.
3. First American Commercial Real Estate Services, Indexed Valuation Report dtd 12/21/2007 showing Occupancy Use: Professional Offices, Zoning: Commercial.
4. Oregon City Permit Submittal – Property Zoning Report dtd October 6, 2008 showing zoning: HC (Historical Commercial).
5. 2008 Historic Inventory Form showing use: Single Dwelling and Commercial: General. Available on Oregon City Planning Website.
6. Taxlot Detail Report2-1E-36DD-03500, Report generated from Oregon City Planning Website on 8/23/2023 showing Zoning as HC (Historical Commercial).



Borders 99E

Borders Hedges St



Borders 99E



**OREGON INVENTORY OF HISTORIC PROPERTIES
HISTORIC RESOURCE INVENTORY FORM**

HISTORIC NAME: Captain Sebastian Miller House DATE OF CONSTRUCTION: c. 1862
 COMMON NAME: _____ ORIGINAL USE: Residence
 ADDRESS: 402 S. McLoughlin Boulevard PRESENT USE: Antique Store
 OWNER: Mr. and Mrs. James Huiras, 402 S. ARCH./BLDR.: Unknown
McLoughlin Boulevard STYLE: Classic Revival
 T/R/S: 2-1E-36DD TAX LOT: 3500 BLDG. STRUC. DIST. SITE OBJ. (CIRCLE)
 ADDITION: Plat of Canemah THEME: Architecture, 19th Century;
 LOT: 1, pt. 2 BLOCK: 8 QUAD: Oregon City Steamboat Industry

PLAN TYPE/SHAPE: Rectangular with rect. addition NO. OF STORIES: 2
 FOUNDATION MATERIAL: Concrete BASEMENT (Y/N): No
 ROOF FORM & MATERIALS: Low-pitched gable roof. Flat-roofed porch with balcony.
 WALL CONSTRUCTION: Wood STRUCTURAL FRAME: Stud
 PRIMARY WINDOW TYPE: Multi-pane double-hung windows (6/6, and 8-pane).
 SURFACING MATERIALS: Bevel siding.
 DECORATIVE FEATURES: Balcony with simple balustrade, jig-sawn brackets and square posts.
 OTHER: Multi-pane French doors lead to balcony. One-story section to east. Cupola.
 CONDITION: EXCELLENT _____ GOOD X FAIR _____ DETERIORATED _____ MOVED _____ (date)
 EXTERIOR ALTERATIONS/ADDITIONS (dated): Balcony and addition to east, c. 1900. Two-story addition to east, 1970's.
 NOTEWORTHY LANDSCAPE FEATURES: Creek runs through back yard. Picket fence.
 ASSOCIATED STRUCTURES: Shed.
 KNOWN ARCHAEOLOGICAL FEATURES: None.
 GEOGRAPHIC SETTING: Occupies prominent location on S. McLoughlin Boulevard, a heavily-traveled State highway. Area of mixed commercial and residential uses.

STATEMENT OF SIGNIFICANCE: (Historical and/or architectural importance, dates, events, persons, contexts): Sebastian Miller, born in 1828 in Ohio, was a prominent citizen of Canemah, who had a lifelong career as a steamboat captain, pilot and engineer. As a young man he began his career as an engineer on steamboats on the Mississippi River. In 1852, he crossed the plains and Rockies to Oregon, where he found work as an engineer on steamboats based at Canemah. He was known for his ability to pilot steamboats over treacherous falls. He married Sarah Power, and they had two children. The house is a good example of the Classic Revival style. Its association with Sebastian Miller, its style, and its age make it a structure of primary significance.

SOURCES: Sanborn Insurance Map, 1900, 1911, 1925. Pioneer National Title Company Records, Oregon City. Clackamas County Tax Rolls, 1901, 1905, 1910, 1915, 1920. Canemah Cemetery Records.

NEGATIVE NO: IV-D-14, 15
 SLIDE NO: _____

RECORDED BY: Patricia Erigero
 DATE: 1983

SHPO INVENTORY NO.: _____

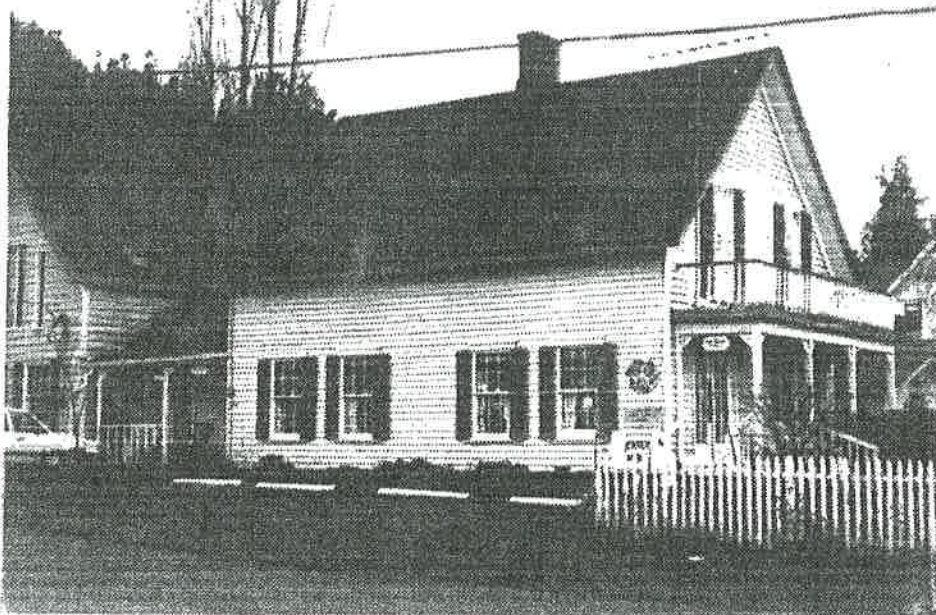
OREGON INVENTORY OF HISTORIC PROPERTIES
HISTORIC RESOURCE INVENTORY FORM - TWO

NAME: Captain Sebastian Miller House

T/R/S: 2-1E-36DD TAX LOT 3500

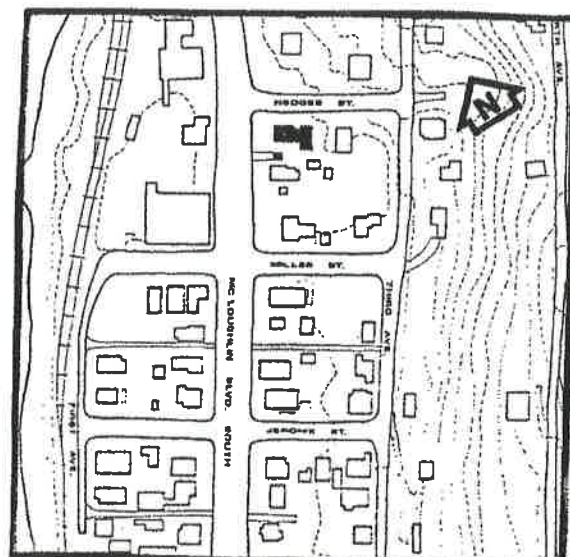
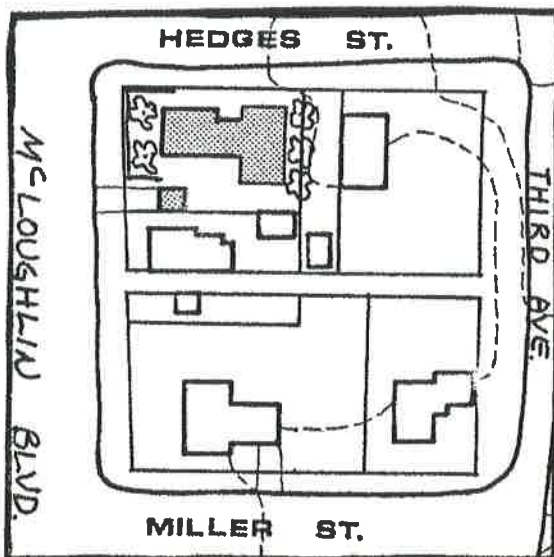
ADDRESS: 402 S. McLoughlin Boulevard

QUADRANGLE: Oregon City



NEGATIVE NO. IV-D-14, 15

SLIDE NO. _____



GRAPHIC AND PHOTO SOURCES: Base Map of Canemah. Oregon City Planning Department
Photograph, 1988.

SHPO INVENTORY NO.: _____



ENCL (2)

Presented By: Will Parker
RE/MAX equity group

Agent Full

RESIDENTIAL Status: ACT 12/12/2007 12:45:55 PM
ML#: 7095182 Area: 146 List Price: \$365,000
Addr: 402 MCLOUGHLIN BLVD Unit#:
City: Oregon City Zip: 97045 Condo Loc/Lvl:
Map Coord: 717/C/1 Zoning: List Type: ER LR: N
County: Clackamas Tax ID: 00416589
Elem: OREGON TRAIL Middle:
High: OREGON CITY PropType: DETACHD
Nhood/Bldg:
Legal: 6 CANEMAH LT 1 PT LT 2 BLK 8
Public Internet/Address Display: Y/Y Offer/Nego:

GENERAL INFORMATION

Lot Size: 7K-9,999SF
Waterfront:
River/Lake:

Acres:
View:
Seller Disc: DSCLOSUR

Lot Dimensions:
Lot Desc:
Other Disc:

RESIDENCE INFORMATION

Upper SQFT: 1416 SFSrc: Owner
Main SQFT: 2384 TotUp/Mn: 3800
Lower SQFT: 0 Parking: OFF-STR
Total SQFT: 3800 Roof: COMP

#Bdrms: 3 #Lvl: 2
Style: VICT
#Garage: 2 / DETACHD
Exterior: WOOD

Year Blt: 1862 / HISTORC Green:
Home Wrnty: N 55+ w/Affidavit Y/N: N
#Fireplaces: 3/ GAS, WOOD
Bsmst/Fnd: CONCRET, PIR&PST

REMARKS

XSt/Dir: S on HWY 99, House is S of O.C. in Canemah Dist. on corner of Hedge & 99
Private: Buyer to verify Sq. Ft.
Public: Own a piece of history, Gorgeous historical Victorian style home located in O.C. Zoned historical/commercial. Could be used for office or coffee shop! Was used for salon and antique shop. Has a separate studio apartment that was rented for \$600 per month. Oldest home in Oregon City. PRICE REDUCED! Seller motivated - Make Offer NOW

APPROXIMATE ROOM SIZES AND DESCRIPTIONS

Living: M / /
Kitchen: M / /
Dining: M / /
Family: M / /
5TH-BD U / /

Mstr Bd: U / /
2nd Bd: U / /
3rd Bd: U / /
4TH-BD U / /

Baths - Full.Part
Upper Lvl: 0.2
Main Lvl: 2.0
Lower Lvl: 0.0
Total Bth: 2.2

FEATURES AND UTILITIES

Kitchen: FS-RANG, FS-REFR
Interior: HARDWOD, TILE-FL
Exterior: DECK, PORCH

Accessibility:

Cool: CENTAIR
Water: PUBLIC

Hot Water: ELECT
Sewer: PUBLIC

Heat: FOR-AIR
Insul: PARTIAL

Fuel: GAS

FINANCIAL

Property Tax/Yr: 2244.85
Terms: CASH, CONV
Escrow Pref:
HOA Dues:
HOA Incl:

Spcl Asmt Balance:

Tax Deferral:
3rd Party: N
Rent, If Rented:

BAC: % 2.5v
SAC:

Other Dues:

BROKER / AGENT DATA

BRCD: HASK01 Office: Haskins Realty Northwest
LPID: NOWACKMI Agent: Micah Nowack
CoLPID: CoBRCD: CoAgent:
Agent E-mail: micah.n@haskinsnw.com
ShowHrs: 9-9 Tran: 12/6/2007 List: 9/19/2007 Exp:
LBHrs/Loc/Cmb: 9-9 Owner: Maija
Show: RMLSLBX, VACANT Tenant:

Phone: 503-255-5360 Fax: 503-254-8567
Phone: 503-201-1039 Cell/Pgr:
CoPh:

Occ: VACANT Poss: IMMED
Phone:
Phone:

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SQUARE FOOTAGE IS APPROXIMATE & MAY INCLUDE BOTH FINISHED & UNFINISHED AREAS - CONSULT BROKER FOR INFO.
SCHOOL AVAILABILITY SUBJECT TO CHANGE.



REQUEST INFORMATION

Requested By: Pamela Morgan Date/Time Requested: 12/21/2007 15:08:50
 Telephone Number: (503) 275-3202 Email Address: pamelamorgan@usbank.com
 Borrower: Fox Five LLC Transaction/ Loan No: LPOL-79ZTR7IVR

PROPERTY INFORMATION

Property Address: 402 McLoughlin Blvd State/Zip: OR 97045
 City: Oregon City County: Clackamas
 Property Type: Office Occupancy Use: Professional Offices
 Exterior Construction Type: cedar siding Zoning: commercial
 Number of Stories: 3 Site Size: 8000
 Gross Building Area: 3800 Actual Year Built: 1862
 Characteristics Verified?: N Verification Method:
 Verification Date:
 Pending Sale Date: 12/24/2007 Pending Sale Price: 325000

ASSESSMENT INFORMATION

Tax Year: 2007

Tax Parcel Number	Assessed Value	Full Value
00416589	142055	332136
Total Assessed/Full Value	142055	332136

INDEXING RESULTS

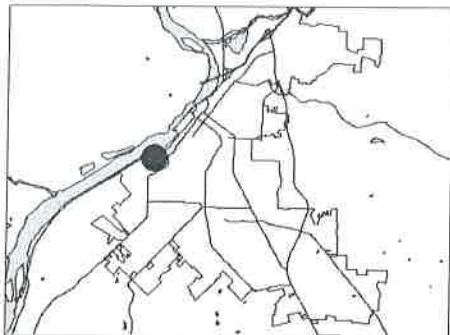
Indexed Market Value: 566230 Date of Report: 12/24/2007

Oregon City Permit Submittal - Property Zoning Report

Printed October 6, 2008

Taxlot: 2-1E-36DD-03500

Site Address: 402 S MCLOUGHLIN BLVD

**Taxlot Information**

Taxlot Number: 2-1E-36DD-03500

Alt ID: 416589

Site Address: 402 S MCLOUGHLIN BLVD
OREGON CITY
OR 97045

Parcel Area (acres - approx): 0.15

Parcel Area (sq. ft. - approx): 6534

Twn/Rng/Sec: 02S 01E 36

Tax Map Reference: 21E36DD

**Overlay Information**

In Historic District? Y

In Willamette Greenway? Y

Geologic Hazards (Steep slope)? N

In Water Resource Overlay District? Y

In 1996 Floodplain? N

Planning Designations

Zoning: HC

- Historical Commercial

Comprehensive Plan: muc

- Mixed Use - Corridor

Subdivision: NONE

PUD (if known):

Neighborhood Assn: Canemah NA

Urban Renewal District:

Historic District: CHD

Historic Designated Structure? Y

Taxpayer Information

Last Name: FOX FIVE LLC

First Name:

Address: 402 MCLOUGHLIN BLVD
OREGON CITY
OR 97045



This map is not suitable for survey, engineering, legal, or navigation purposes. Data errors and omissions may exist in map and report.

City of Oregon City - PO Box 3040 - 320 Warner Milne Road - Oregon City, OR 97045

Phone: (503) 657-0891 Fax: (503) 657-7892 Web: www.ci.oregon-city.or.us

Oregon Historic Site Form

Miller, Capt Sebastian, House
402 S McLoughlin Blvd
Oregon City, Clackamas County

LOCATION AND PROPERTY NAME

address: 402 S McLoughlin Blvd

☐ apprx.
addr

historic name: Miller, Capt Sebastian, House

current/
other names:

Oregon City

☐ vcnty

Clackamas County

Optional Information

assoc addresses:

(former addresses, intersections, etc.)

location descr:

(remote sites)

block nbr: lot nbr: tax lot nbr:

township: 2 S range: 1 E section: 36 1/4:

zip:

PROPERTY CHARACTERISTICS

resource type: Building

height (# stories): 1.5

total # eligible resources: 1 total # ineligible resources: 1

elig. evaluation: eligible/contributing

primary constr date: 1862 (c.) ☒secondary date: (c.) ☐
(optional - use for major additions)

NR status: Listed in Historic District

NR date listed:

(indiv listed only, see
Grouping for list date)

primary orig use: Single Dwelling

secondary orig use: COMMERCIAL: General

orig use comments:

primary style: Classical Revival: other

prim style comments: Classical Revival

secondary style: Vernacular

sec style comments:

primary siding: Horizontal Board

siding comments: horizontal lapped board siding

secondary siding: Wood:Other/Undefined

architect:

plan type: Side Passage/Entry

builder:

comments/notes: Large rear addition. Six-over-six sash with simple surrounds; narrow paired doors to upper porch. Porch updated/alterd, particularly upper rail. Brick chimney centered on ridge of original volume.

GROUPINGS / ASSOCIATIONS

survey project name or other grouping name: Canemah Historic District, Listed on 10/11/1978

Listed Historic District

Canemah Historic District RLS Survey Update, 2007

Survey & Inventory Project

Settlement-era Dwellings, Barns & Farm Groups the the Willamette Valley, Orego

Survey & Inventory Project

farmstead/cluster name:

external site #:

(ID# used in city/agency database)

SHPO INFO FOR THIS PROPERTY

NR date listed: NHD

ILS survey date:

RLS survey date: 1/9/2013

Gen File date:

106 Project(s)



Northeast facade, looking southwest

Oregon Historic Site Form

Miller, Capt Sebastian, House
402 S McLoughlin Blvd
Oregon City, Clackamas County

ARCHITECTURAL / PROPERTY DESCRIPTION

(Include expanded description of the building/property, setting, significant landscape features, outbuildings, and alterations)

The house is located at the corner of Hedges and McLoughlin Blvd on a level site. The 1 1/2 story building is of rectangular shape with a front gable steeply pitched roof. It has a narrow, short one story addition centered on the rear wall (believed to date to 1900c) with a 1 1/2 story transverse addition (1970's) at its end directly adjacent to the creek. Both the additions are simply gabled and rectangular. The property is used for commercial purposes.

Exterior Materials: The gable roofs are covered with composition shingles, overhangs are board soffit; the main house has a central brick chimney with corbel at top and a base, while the second addition has one on its north slope; the addition has a small cupola. The front porch is full width and flat roofed with a newer simple balustrade supported on four chamfered posts with scroll brackets enclosed with plain railing and pickets; wood steps to grade; the rear addition has an east facing inset porch supported on three posts similar to those at the front; Narrow horizontal wood lap siding is used on the main house and wider siding at the additions; trim work is plain but windows have a compound head mold; **Windows:** typically 6/6 wood double hung single units, French doors are installed at the second level front wall and a pair for shop entry at the front porch; foundation is concealed behind skirt boarding (cement board) and may be piers

Alterations: The 1911 Sanborn map indicates a shorter wider house with a long narrow addition and a detached transverse shed; this does not agree well with the existing structure, however the 1925 map is more consistent; It appears that the front portion of the house was rebuilt, enlarged, and possibly setback further from the street between 1911 and 1925 while keeping a portion of the rear porch (likely the oldest portion now). As noted above the second addition is believed to be from the 1970's and has a greater setback from the creek; there is also a non-contributing detached shed to the west. There are some window and door alterations, shutters, railings that are not historic

Landscape: The level site has a small front yard enclosed with a picket fence on three sides with ornamentals and flowering plants; the east side is mostly paved for parking, also at the shed; on the south is the open lined waterway that travels westward and then turns north

HISTORY

(Chronological, descriptive history of the property from its construction through at least the historic period [preferably to the present])

Sebastian Miller, born in 1828 in Ohio, was a prominent citizen of Canemah who had a lifetime career as a steamboat captain, pilot and engineer. As a young man he began his career as an engineer on Mississippi River steamboats. In 1852, he crossed the plains to the west and Oregon, where he found work as an engineer on steamboats based in Canemah. He was known for his ability to pilot steamboats over treacherous falls. He married Sarah Power in 1853, and they had two children.

After seven years as an engineer, he became captain of steamers that ran between Oregon City and Corvallis, and later performed the same work on the Columbia River between Portland and Astoria. According to Hines, Miller was "one of the best informed, most fearless and reliable steamboat men in Oregon." In describing Miller's house in Canemah, Hines stated that "it is surrounded with a fine orchard which produces an abundance of the finest fruit." Sebastian Miller died in early September, 1901 at his home in Canemah, of a stroke at age 73. His obituary stated that the day before his death that "Miller had been carrying pipe (which was) being laid from his home to the springs some distance away." Mrs. Miller died in 1921, age 93, at her daughter's home in Canemah.

In 1976 the Miller house was purchased by Maija Huiras who restored it and opened an antique business. In a 1998 interview with Mrs. Huiras she stated that the house "was originally situated on the Willamette River but was moved when the SPRR tracks were built" (ca 1868). The article also said that the Huiras' "added private living quarters." It appears there has been one significant rebuilding of the front portion and removal of some of the rear wing. According to Mrs. Huiras they also replaced an "ancient apple tree" with a rose garden.

RESEARCH INFORMATION

(Check all of the basic sources consulted and cite specific important sources)

- | | | | |
|--|--|---|--|
| ☐ Title Records | ☐ Census Records | ☐ Property Tax Records | ☐ Local Histories |
| ☐ Sanborn Maps | ☐ Biographical Sources | ☐ SHPO Files | ☐ Interviews |
| ☒ Obituaries | ☒ Newspapers | ☐ State Archives | ☒ Historic Photographs |
| ☐ City Directories | ☐ Building Permits | ☐ State Library | |

Local Library: Museum of the Oregon Territory, Oregon City University Library: _____
Historical Society: Oregon Historical Society, Portland Other Repository: _____

Bibliography: Oregon Historical Society scrapbook 38; Hines, Rev. H.K., An Illustrated History of the state of Oregon, p312-313; Wright, E.W., Lewis & Dryden's Marine History of the Pacific Northwest, p45; Oregonian, 9/11/1921 sect.1 p 13; 9/2/1901; Oregon Statesman, 2/12/1853; Canby Herald, 7/22/1998, Sanborn Fire Insurance maps, 1911; 1925.

Taxlot Detail Report

2-1E-36DD-03500

Taxlot Information

Parcel Number (APN) 2-1E-36DD-03500
 Primary Situs Address 402 S MCLOUGHLIN
 OREGON CITY, OR 97045
 County CLACKAMAS

Section T2S R1E S36
 Latitude 45.347075
 Longitude -122.621077
 R Number (Alt ID) 00416589
 Approx. Size (acres) 0.15483086
 USGS Quad Name Oregon City
 Within Oregon City Limits? Y
 Urban Growth Boundary (UGB) Inside

Political Boundaries

Jurisdiction OREGON CITY
 Voting Precinct 600.00000000
 US Congressional District 5
 Oregon House District 40
 Oregon Senate District 20
 Metro Council District 2
 Metro Councilor Christine Lewis
 Metro Councilor Email christine.lewis@oregonmetro.gov

Assessment & Value Information

Taxmap: 2S1E36DD
 Land Value (Mkt) \$157,359
 Building Value (Mkt) \$412,020
 Exempt Amount \$0
 Net Value (Mkt)
 Assessed Value \$221,318
 Year Built (If known) 1900
 Sale Date 200801
 Sale Price \$335,000
 Document Date 2008-01-10 00:00
 Document Number 2008-002256
 State General Property Code 101
 County Tax Code 062002

Census Information

Census Tract 225.00000000
 Census Block Group 4
 Census Block Grp. Pop. (2010) 757

Land Use and Planning

Zoning	HC
Comprehensive Plan	MUC
Subdivision	CANEMAH
Subdivision Plat Number	6
PUD (if known)	0
Partition Plat Number	0
Neighborhood Association	CANEMAH
Urban Renewal District	NONE
Historic District	CHD
Historic Designated Structure?	CHD
Concept Plan Area	NONE
In SDC Discount Area?	N
In Thayer Rd Pond Fee Area?	N
In Beaver Creek Rd Access Area?	N
In Willamette River Greenway?	Y
In Geologic Hazard?	Y
In High Water Table Area?	Y
In Nat. Res. Overlay District (NROD)?	Y
In 1996/FEMA 2008 100-yr Floodplain?	N
In FEMA Floodway?	N
In Barlow Trail Area?	N
In Vertical Housing Dev. Zone?	N
In Enterprise Zone?	N
In Opportunity Zone?	Y
Watershed	Abernethy Creek-Willamette River
Sub-Watershed	Tanner Creek-Willamette River
Basin	Willamette
Sub-Basin	Middle Willamette
Urban/Rural Reserve	
Reserve Name	
Service Districts	
Elementary School	CANDY LANE ELEMENTARY
Middle School	GARDINER MIDDLE
High School	OREGON CITY HIGH
School District	OREGON CITY
Oregon Dept. of Ed. Dist. ID	1928
Natl. Cntr for Ed. Stats Dist. ID	4109330
Water District	
Park District	
Sewer District	Tri-City Service District
Fire District	Clackamas Fire District #1
Fire Management Zone	6596
Transit District	Tri-County Metropolitan
Garbage Hauler	Oregon City Garbage Co.
Garbage Hauler Phone	(503) 656-8403



Jakob Wiley

From: Ward Spears <ward.spears@eleetere.com>
Sent: Wednesday, September 20, 2023 6:45 PM
To: recorderteam; jrowan@foxengineering.com; 'Malcolm Shuey'
Subject: FW: 402 S McLoughlin request to reduce SDC fees
Attachments: 402 S McLoughlin Captain Miller House SDC Reduction Request September 2023.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a clarification to the message sent earlier, the reason given to us for the SDC fee was a change of use from residential to commercial. However, the zoning and the use noted in multiple places in city documents is Historic Commercial. For that and all the reasons given previously, as seen below, show that the city in fact knew of the current (Historic) commercial use and no SDC fee should be owed based on change of use.

Thank you,

Ward Spears



WARD SPEARS

PRINCIPAL BROKER

503.522.8269

449 3RD ST. LAKE OSWEGO, OR 97034

From: Ward Spears <ward.spears@eleetere.com>
Date: Wednesday, September 20, 2023 at 3:01 PM
To: recorderteam@orcify.org <recorderteam@orcify.org>, jrowan@foxengineering.com <jrowan@foxengineering.com>, 'Malcolm Shuey' <mshuey@foxengineering.com>
Subject: 402 S McLoughlin request to reduce SDC fees

Hi Jakob,

If this topic could be discussed at tonight's city council meeting we would appreciate it. 402 S McLoughlin has been used for many years as a commercial space, back in to the 1970's at least. Currently there's a sale transaction between Fox Five, LLC who has owned and occupied it as a business since 2008 and the buyer is a law firm. There will be an approximately \$42,800 SDC fee based on change of use from residential to commercial which will occur when the buyer goes for a building permit to make their desired modifications. The attached describes the situation in more detail.

Here are a few key points:

1. The SDC fees are based on the idea the property is now changing use from residential to commercial even though it's been commercial forever.

2. When Fox Five bought the property in 2008 they obtained a sign permit yet the city “didn’t know” there would be a business in there
3. Since 2008 Fox Five has had a business license at that address yet the city “didn’t know” there was a business there
4. Since 2008 Fox Five has had all necessary safety inspections required by the city yet the city “didn’t know” there was a business there
5. The city’s own historical record state the property is used for commercial purposes (see attached, pages 4 & 10) yet the city “didn’t know” there was a business there
6. The assessors office had the property listed as business use yet the city “didn’t know” there was a business there

There’s more and it’s clear that through willful ignorance the city is taking advantage of the situation.

Please reconsider and substantially reduce or eliminate the fee.

Thank you,

Ward Spears



WARD SPEARS

PRINCIPAL BROKER

503.522.8269

449 3RD ST. LAKE OSWEGO, OR 97034



CITY OF OREGON CITY

625 Center Street
Oregon City, OR
97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** 09/20/2023
From: Parks and Recreation Advisory Committee Vice Chair Steve Williams

SUBJECT:

Parks and Recreation Advisory Committee Annual Report

EXECUTIVE SUMMARY:

Vice Chair Steve Williams from the Parks and Recreation Advisory Committee (PRAC) will share an update on the committee's activities and achievements from the past year. These include the Veterans Memorial Plaza restoration project, the Parks Master Plan, the Volunteer Recognition Event, the renovation project of the Cemetery Restroom, the Ermatinger House, the Pioneer Center, and the Recreation Scholarship and Financials.

BACKGROUND:

Veterans Memorial Plaza Restoration

The first and second phases of the Veterans Memorial Plaza Renovation are now complete. This included the design and construction planning, demolition and earthwork, ADA accessibility enhancements, pouring of concrete stairs, footing and pathways, installation of a new flagpole, and laying of a new paver pathway and plaza. Material and labor were provided by Mutual Materials, Horizon Distributors, The Wall, Pacific Landscape Services Inc. and Bud's Crane Service. Specific elements, like flagpoles and an armed forces podium were donated by Three Rivers VFW Post 1324, Oregon City Woman's Club and Oregon City Optimists. These generous donations amounted to more than \$50,000!

The final phase will be completed during the 2023-2024 fiscal year. After two years of not being able to gather as a community, a wonderful Memorial Day celebration event was held at Veterans Memorial Plaza on May 29th.



Parks Master Plan

The Oregon City Parks & Recreation Department is currently developing a new Parks Master Plan in collaboration with PROS Consulting INC. The City's last master plan dates back to 2008. The goal of this new Parks Master Plan is to address the parks and recreation facilities, programs, staffing, funding, landscape management, and priority needs of the city for the next 20 years, with a focus on a 10-year implementation timeframe.

The Oregon City Parks & Recreation Department, in conjunction with PROS Consulting, kicked off the new Parks Master Plan project in April 2022. In June, Pros Consulting conducted numerous stakeholder interviews with City Commissioners, Committee members, staff, and key community leaders. On June 2nd, the first public engagement meeting was held at City Hall to share information on the process, desired outcomes, and project schedule. A Statistically Valid Survey was conducted to solicit input and identify the current and future recreation needs of the city. PROS collaborated with ETC to perform a random community-wide household survey, and 401 people completed the

survey (goal of 400). In August, PROS launched a second online public survey which received feedback from 184 people. The feedback gathered from these surveys and robust conversations with the community and stakeholders will be considered when updating the master plan to ensure future services meet residents' needs and benefit the community.

To kick off 2023, a second public engagement event was held on January 23rd to provide a progress update, survey results, data on staff training, and share the new vision and mission statements, and core values established by the department. The draft comprehensive plan was received on June 5th and is currently under review. PROS Consulting presented to PRAC on June 22nd to receive feedback and input from committee members. On July 10th, the third public engagement meeting was held, and the customer service assessment was completed. The Parks Master Plan project continues with consultants, Next Practice Partners.

Volunteer Recognition Event

Parks and Recreation hosted its very first Volunteer Recognition Party, which was separate from the Concerts in the Park series. The event was a massive success, with nearly 100 guests attending. Our citywide volunteers received awards, prizes, food, and refreshments at the Pioneer Community Center. The event was held on July 25th, 2023, and we are already looking forward to planning next year's celebration. We value and appreciate all our volunteers' time, effort, and commitment!

Mayor McGriff presents Tom Muldoon with the Volunteer of the Year Award



Parks and Capital Projects

The Oregon City Parks and Recreation Department is currently involved in several projects, which we would like to highlight.

Clackamette Park Master Plan

The master planning process included talking with City officials, and state agencies, reaching out to stakeholders, and engaging Oregon City residents to help guide the master planning process. A series of interactive public meetings were held to create a foundation for the master plan, review concept ideas, and provide input on a final master plan for the park.

The Clackamette Park Master Plan will provide safe, welcoming, and environmentally friendly access for fishing, picnicking, paddling, and other water activities while addressing the environmental concerns exacerbated by years of use. Community members and park users have provided valuable input that directly shaped the design for the future of the park including the boat ramp and RV Park, which are key amenities and need repair. Additionally, natural resource management will address erosion and drainage issues, water quality enhancements, and native habitat restoration concerns.

Cemetery Restroom Renovation Project

The Cemetery Restroom Renovation Project started in May 2022, with SEA, LLP as the project manager. The project involved contracting Romtec to build a prefabricated restroom and RA Gray Construction for site work. The existing restroom lacked ADA-compliant access from the walkway to the entrance, had limited stalls, and outdated fixtures.

The new restroom is located adjacent to the parking lot and office and is ADA-compliant. It has two urinals, an ADA stall, and two sinks on the men's side; on the women's side, there are two sinks, two standard stalls, and an ADA stall. The facility also has a roll-up door to a dry storage area for restroom supplies and equipment.

Despite the challenges of increasing costs of materials, labor, and long lead times, the project will be completed successfully in October of 2023. Though it took longer than expected, the result is of the highest quality and meets all the ADA requirements. It is also important to note that we received additional revenue from ODOT (\$119,500), FEMA (\$539,098.62), and Sportcraft Landing license fee (\$168,000) that was used to offset the cost of this project and several other projects completed during the last biennium.

Moreover, this year, we saved \$49,000 from the General Fund using WES Good Neighbor Agreement funds to pay for the Clackamette Park Master Plan. We also reallocated \$50,000 for the Cemetery Master Plan and saw a 29% (\$300,000) revenue increase in the second year of the biennium due to implementing our new cost recovery policy.

The Parks and Recreation Department utilized these available resources to successfully complete various projects, including:

- Repair of the Mausoleum Roof at the Cemetery
- Extension and expansion of services through the Oregon Patrol contract
- Repairing the drainage problem at the Tyrone S. Woods Memorial dog park
- Water Environmental Services (WES) Good Neighbor Project Cove/River Access Trail: Trail restoration, invasive species removal, and tree cleanup completed February 2023.

Oregon City Hiroshima Peace Tree Dedication

Oregon City is one of 36 communities in Oregon that planted a ginkgo tree, also known as the Hiroshima Peace Tree. These trees were sent to communities in 2020 to commemorate the 75th anniversary of the end of World War II. Oregon City was among the thirty-six communities in Oregon to receive and plant a Hiroshima Peace Tree between 2020 and 2022. The ceremonial dedication of the tree is an important aspect of recognizing its significance as a symbol of hope and peace. In collaboration with Oregon City Planning, a dedication event was held at the End of the Oregon Trail Interpretive Center on Saturday, April 29th.

Ermatinger House

Our Aquatics and Recreation team has partnered with the Clackamas County Historical Society to launch an extensive field trip program. As a result, during the past school year, we had the pleasure of bringing 433 students through the Ermatinger House. This number represents a remarkable 766% increase from previous years. Additionally, eight other events were held at the Ermatinger House, with an average attendance of 50 people per event.

Pioneer Center

During the fiscal year 22-23, the Pioneer Center staff provided various services to the community. They delivered 33,050 Meals on Wheels meals, provided 5,992 rides,

offered 288 hours of case management, made 255 reassurance calls, and organized social service programming, resulting in 6,496 visits to the Center.

The staff worked hard on donation programs and events, such as a garage sale, Christmas wreath sales, an annual appeal, and a March for Meals campaign. They collected \$62,258.34 in donations for the year, an increase of \$3,682.11 from the previous year.

The Meals on Wheels donation account received \$33,193.52 in total donations, a 66.38% increase from the previous year.

The rental revenue for the fiscal year 22-23 was \$41,035.00, exceeding the projected \$10,000 budget by \$31,035. Rentals accounted for a total of 3,407 people visiting the facility.

Scholarship Programs and Recreation Financials

Over the past year, we have successfully implemented new recreation software that has made it easier for the public to make donations. As a result, we have raised significant amounts to support aquatics and recreation. Specifically, we have raised \$672 for Swim Lesson Scholarships and awarded nearly \$4,000 to almost 40 participants in our swim lessons and camps. The funding for our camp scholarships comes from the Parks Foundation and the Elyjah Dean Huff Memorial Camp Fund.

The Aquatic and Recreation Manager has been working on building connections with other community groups and individual members. As a result of these efforts, we have been able to partner on a variety of events for our community. Thanks to the support of local businesses like Oregon City Subaru, we were able to host our first Environmental Resource Fair, which was a resounding success. With the help of SoulFlags Art Center and a generous grant, we are excited to plan five new cultural events to showcase our community's diverse talents and passions.

Facility Project Updates

Facilities became a designated Parks and Recreation entity in October 2022, with the recruitment of Kyle Christoph as the division Manager.

The City has recently completed several deferred maintenance projects. The Ermatinger house underwent a repair of its rotted porch decking, and exterior sills were renovated to extend their lifespan. Additionally, the roofing of the cemetery mausoleum was replaced. Community Development had their parking lots sealed and striped, and Pioneer has replaced a sliding glass door to their multi-purpose room. The entire building has been upgraded to the City's standard commercial-grade key system, and the existing hardware has been replaced to meet ADA standards.

Several deferred maintenance projects are scheduled for 2023/2025. The Aquatic Center is currently undergoing several projects, including replacing the existing UV filtration system, supply pipe replacement to remove leaky fittings, pool shell refinishing, and pipe fittings insulation to mitigate the higher deck temperatures on the external glazing side. The Carnegie Library is currently researching appropriate historical preservation techniques to replace the wood flooring in the original building and tie it into the damaged flooring. The final project is scheduled for 2024/2025.

The Ermatinger house is scheduled for a historically sensitive painting of the exterior shell in 2024. The cemetery mausoleum lighting is scheduled for replacement in fall 2023. Community Development is scheduled for lighting and electrical upgrades in 2023 and renovations to both public restrooms in 2024. City Hall is set to have two 4-ton RTU air handler units installed in the fall of 2023.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** 09/20/2023
From: Melissa Sebastian, Aquatic and Recreation Manager

SUBJECT:

Programming at the Ermatinger House

STAFF RECOMMENDATION:

The staff would like to inform you of the success of this past year with programming at the Ermatinger House.

EXECUTIVE SUMMARY:

The Francis Ermatinger House re-opened back in 2018. This presentation will cover the success of programming that has taken place, primarily focusing on the increases seen this past year and how we are growing attendance. These successes and celebrations come from the partnerships we have continued with the Friends of the Ermatinger House and a new partnership we have developed with the Clackamas County Historical Society.

BACKGROUND:

This presentation highlights the successes of this past year with programming at the Ermatinger House. Much of this success is due to working with the Friends of the Ermatinger House and the Clackamas County Historical Society on programs and events.

The Parks and Recreation Department works with the Friends of the Ermatinger House on many of the event programming that has taken place. Events take place every month, sometimes bi-monthly. The Parks and Recreation Department meets with the Friends of the Ermatinger on the first Friday of each month. These meetings are primarily used for touch points on upcoming events and evaluating recent events. In November of 2022, we had our first strategic planning meeting with the Friends of the Ermatinger House, and we will also have another one this year.

We want to highlight this past year as we have grown greatly in our programs, attendance, and Field Trips. We have seen a 66% increase in visitation compared to the prior year from other attendance outside of our field trips, mainly due to the events. This past summer alone, there was an 18% growth in attendance, primarily from the attendance for the Heritage Days event. These percentages are based on the attendance for tours and events and do not include the Field Trip programming numbers.

Programs from this past year include:

- Adopt-An-Artifact
 - 4 Artifacts were adopted this year
- Preserve Our Past Art & Poetry
 - 10 Art Submissions, 49 Poetry Submissions.
- Field Trips
 - 453 students visited the site
- Drop-in Tours
 - 1133 patrons visited

The Events that took place this past year include:

- Veterans Day Event- Celebrating Veterans: American Military Service Uniforms
 - Exploration of American military service uniforms beginning in the 18th century through today.
 - The event was held in person and recorded for virtual viewing.
- Heritage Holidays- Sleigh Bells Ring
 - Free, guided tours, as well as wreath and ornament making.
- 5th Annual American Military Arms: Weapons from 1776 to Present
 - Exploration of American military armaments from the 18th century through the 21st century.
 - The event was held in person and recorded for virtual viewing.
- Oregon's Birthday
 - SoulFlags came and led crafts; cupcakes/refreshments were offered with tours.
- Lantern Tours
 - Tour of the Ermatinger House after dark by candlelight.
- Gambling Games & Bootlegged Gin.
 - Stillweather Spirits came and did a gin tasting while people played games and visited the house.
- Historical Preservation Month
 - We displayed the restoration process the Ermatinger House underwent and had 3 educational talks throughout the month, available in person and virtually.
- Heritage Days- Weddings Through the Ages

- Displays of wedding dresses, artifacts, and information on weddings throughout June and July.
- Instruments & The Music they Play
 - Presentation on instruments of the Victorian Era. Instruments will be available to view during September.

Field Trips were accepted at this site, but due to size limitations, we could not meet the needs of many school groups looking for Field Trips between 2018-2022. Schools typically want to bring all their 4th-grade classes at once, which is beyond our capacity at the Ermatinger House. Since re-opening in 2018, there was also an extended period of a pandemic to get through, which paused a lot of this effort, and we have been working to re-open again over the last 2 years.

To navigate this, we started conversing with the Clackamas County Historical Society about partnering and offering both sites as a packaged program. Using our two heritage sites and the Pioneer Community Center Basement, we could accommodate class group sizes of 70-90. We were also able to have some classes, visit the Library and the McLoughlin house as well. Between 2018 and 2022, we had 107 students visit the Francis Ermatinger House; in 2023 alone, we had 453 students visit.

We have a lot of upcoming plans for programming and events this year at the Ermatinger House. We plan to take a break from our Preserve Our Past Art & Poetry Contest this year, revamp that program, and bring it back in the Winter of 2024-2025. The goal is to create a new opportunity to engage our youth in learning about heritage sites and creating art pieces about them.

We will be spending more time continuing to develop and expand our field trip programming with the Clackamas County Historical Society and working with the Friends of the Ermatinger House. The Friends of the Ermatinger House will continue to meet monthly with our department and have another review of our annual plans. A big project that we will be working on is adding a new exhibit that will be an example of a Hudson's Bay Store and will serve to expand the field trip program.

The Parks and Recreation Department is also meeting with the Director of the Clackamas County Historical Society monthly and will continue to. The primary focus is to continue developing and expanding field trips; however, we plan to partner on more events in the future.

OPTIONS:

1. Commissioners are invited to provide comments or questions at the end of the presentation.

Ermatinger House Programming Update

Melissa Sebastian, Aquatic & Recreation Manager

Programs and Attendance



Programs and Attendance

- Adopt-An-Artifact
 - 4 Artifacts were adopted this year
- Preserve Our Past Art & Poetry
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Programs and Attendance

- Veterans Day
- Heritage Holidays- Sleigh Bells Ring
- 5th Annual American Military Arms
- Oregon's Birthday
- Lantern Tours
- Gambling Games Bootlegged Gin
- Historic Preservation Month
- Heritage Days- Weddings Through the Ages
- Instruments & the Music they Play



Field Trip Program

- Created partnership with the Clackamas County Historical Society
- Created a rotation between 3-4 sites to allow for groups of 70-90 to attend.



Field Trip Program

- Program aligned with the Oregon Department of Education Requirements for 4th graders
- Youth got to visit multiple heritage sites from different eras during this program
- Made it easy for larger classes to have this be a viable option for Field Trips



Field Trip Program

Annual Student Visits Since the re-opening in 2018:

- 2018-2019: 72
- 2019-2020: 0
- 2020-2021: 0
- 2021-2022: 35
- 2022-2023: 453 Students



Ermatinger House Programming Update

Plans for this Upcoming Year

- Continue expanding our partnership with the Clackamas County Historical Society on Field Trip Programs
- Friends of the Ermatinger House and City Annual Strategic Plan meeting to happen in November/December
- Re-vamp our Preserve Our Past Art & Poetry Contest
- Adding a new Hudson's Bay Store Exhibit



Upcoming Events

- Instruments & the Music they Play- September 23rd 11am & 1pm talks
- History Mystery- October 6th & 7th
- Friday Night Frights- October 13th
- November 11th- Veterans Day Event
- November 18th- Lantern Tours



Thank You & Invite to Questions & Comments





CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 09/20/2023

SUBJECT:

OLCC: Liquor License Application – Off Premises, Sierra Enterprises Oregon, Inc., 1002 Molalla Ave., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Sierra Enterprises Oregon, Inc., 1002 Molalla Ave., Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises license for Sierra Enterprises Oregon, Inc.

BACKGROUND:

The Oregon City Police Department ran background checks on Ehab Dahabreh and Rania Dahabreh, and they are eligible to hold a liquor license. This application is for a change of ownership. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Sierra Enterprises Oregon, Inc. – Oregon City
2. Deny the OLCC Application for Sierra Enterprises Oregon, Inc. – Oregon City

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
☐ Caterer
☐ Public Passenger Carrier
☐ Other Public Location
☐ For Profit Private Club
☐ Nonprofit Private Club

Winery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
 Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

☐ Limited On-Premises

☒ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

Printed Name

Date

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Sierra Enterprises Oregon, Inc

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Premises street address (The physical location of the business and where the liquor license will be posted):

1002 Molalla Ave

City:

Oregon City

Zip Code:

97045

County:

Clackama

Business phone number:

Business email:

jhee@sspetro.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]):

12003 Mukilteo Speedway Suite 101

City:

Mukilteo

State:

WA

Zip Code:

98275

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ NoDoes the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.

I give permission for the below named representative to:

☒ Make changes regarding this license/application on my behalf.

☐ Sign application forms regarding this license/application on my behalf.

☒ Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name:

Jeannie Han

Phone number:

877-745-1563 ext 1014

Email:

jhee@sspetro.com

Mailing address:

12003 Mukilteo Speedway Suite 101

City:

Mukilteo

State:

WA

Zip Code:

98275

Please note: liquor license applications are public records.

OLCC Liquor License Application (Rev. 6.1.23)

LIQUOR LICENSE APPLICATION

Page 4 of 4

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Ehab Dahabreh

Print name



Signature

8/28/23

Date

Atty. Bar Info (if applicable)

Rania Dahabreh

Print name



Signature

8/28/23

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** 09/20/2023
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Resolution No. 23-18, Amend Current Parks and Recreation Advisory Committee Bylaws

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 23-18.

EXECUTIVE SUMMARY:

The Parks and Recreation Advisory Committee (PRAC) Bylaws are being revised to meet current needs, improve longevity, and ensure continuity.

BACKGROUND:

Every year, the Parks and Recreation Advisory Committee reviews its bylaws and objectives to assess if any modifications or new additions are necessary. During the meeting held on May 25th, 2023, the Committee proposed two amendments to the PRAC Bylaws to ensure convenient scheduling, accommodate City activities, and conduct productive meetings. The vote resulted in an 8-0 in favor of the proposed changes. The City Commission approved the second reading of Ordinance No. 23-1008 on September 6, 2023 to allow the number of meetings to be determined by the Parks and Recreation Advisory Committee Bylaws as approved by the City Commission.

With this new Resolution, the following changes are proposed:

V. 4. Propose changing the start time of the meeting from 7:00 pm to 6:00 pm

We have found that starting our meetings at 6:00 PM improves attendance, gives staff a break after work hours, and avoids long gaps between shifts and meetings.

VI. 6. Propose changing “A minimum of 9 regular meetings” to “A minimum of 6 regular meetings” annually

To align with our mission and accommodate other Parks and Recreation events, City meetings, and schedules, we have determined that holding at least 6 PRAC meetings annually is ideal. Additional meetings may be called by the committee Chair, Vice Chair, or Parks and Recreation Director as needed. We will evaluate the department projects and activities each month and decide whether a meeting is necessary for the following month. This will allow us to provide ample notice to committee members and staff.

OPTIONS:

1. Approve Resolution No. 23-18
2. Instruct staff to return with modifications to Resolution No. 23-18
3. Do not approve Resolution No. 23-18 and provide staff direction.

RESOLUTION NO. 23-18

A RESOLUTION AMENDING BYLAWS FOR THE PARKS AND RECREATION ADVISORY COMMITTEE

WHEREAS, the Parks and Recreation Advisory Committee serves as an advisory body providing advice to the City Commission; and

WHEREAS, the City Commission approved the amended Parks and Recreation Advisory Committee bylaws on February 16, 2022; and

WHEREAS, the Parks and Recreation Advisory Committee discussed the new proposed changes to its bylaws at the May 25th and June 22nd, 2023 PRAC meetings; and

WHEREAS, PRAC requests the City Commission approve the revised bylaws attached to this resolution.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission approves and adopts the amendments to the Bylaws for the Parks and Recreation Advisory Committee attached as Exhibit A.

Section 2. This resolution shall take effect upon the effective date of Ordinance No. 23-1008.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of September 2023.

DENYSE C. MCGRIFF, Mayor

Attested to this 20th day of September 2023:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachment:

Exhibit A – Amended Parks and Recreation Advisory Committee Bylaws

**OREGON CITY PARKS & RECREATION
ADVISORY COMMITTEE
BY-LAWS**

Last amended February 16, 2022

I. CREATION

The Oregon City Parks and Recreation Advisory Committee was established by the City Commission of Oregon City to advocate for recreational opportunities for the City, and to oversee the implementation of the Oregon City Park and Recreation Master Plan.

II. NAME

Title name of this organization is the Oregon City Parks and Recreation Advisory Committee, hereinafter referred to as the PRAC.

III. PURPOSE

The PRAC exists to aid the City of Oregon City in providing ample and diverse recreational opportunities for City residents, in part by advising the City Commission, through the Community Services Director, on the implementation of the Park and Recreation Master Plan. The following partially lists the objectives and responsibilities relative to the purpose; objectives may be added to or deleted as necessary:

1. Maintain active communications with the Parks and Recreation Director and other relevant City staff.
2. Provide recommendations to the City Commission relative to parks and recreation.
3. Solicit citizen opinions relative to parks and recreation.
4. Request information from, and consult with, service organizations, special interest groups, neighborhood associations, and other professionals as appropriate.
5. Oversee implementation of the Parks and Recreation Master Plan through periodic reviews, updates, and recommended revisions.
6. Provide public meeting time for citizen input.

IV. ORGANIZATION

1. There will be nine (9) members-at-large. Members shall represent a broad range of interests and experience necessary to achieve the goals and objectives of the Committee.
2. There may be one (1) non-voting, member representing youth perspective on the PRAC. The non-voting member shall be younger than 18 years of age at the beginning of their term and serve a one-year term.
3. There will be Chair and Vice-Chair positions for the PRAC. Each position will be for a one-year term. The PRAC will select members as Chair and Vice-Chair each January with a nomination and voice vote process.
4. The Chair is responsible for identification of subcommittees and subsequent member selection.
5. The Parks and Recreation Director or designee shall attend all meetings. Their purpose is to aid the PRAC through information, initiation of projects, perspective, referrals, and other customary staff support services.
6. The PRAC encourages citizen participation and will, from time to time, request specific or general citizen/expert input.

V. MEMBER ELIGIBILITY

1. Appointment to the PRAC will be made by the Mayor of Oregon City.
2. The terms for voting members of the PRAC will be three (3) years and non-voting members for one (1) year.
3. The terms will be structured so that no more than three members' terms expire during any one year.
4. No more than two (2) members shall reside within the same Neighborhood Association.
5. No more than two (2) members shall reside outside the city limits.
6. Member resignations will be filed with the Chair as soon as possible after the member has decided to resign. The newly appointed member shall assume the remainder of the existing term.
7. After two (2) consecutive unexcused absences, the Chair will contact the committee member. The remainder of the committee shall then determine continued membership.

VI. MEETINGS

1. A minimum of ~~9-6~~ regular meetings shall be scheduled ~~d~~ annually, at a time and place agreed upon by the committee. The meetings shall ordinarily begin at ~~76~~:00 PM and end no later than ~~109~~:00 PM.
2. The Chair, Park and Recreation Director, or the City Commission may call special meetings, as needed, with the consensus of other committee members. A minimum notice of 48 hours must be provided for any called special meeting.
3. A quorum shall exist when half plus one (1) of the appointed, voting, membership is present.
4. Parks and Recreation Staff shall be responsible for recording minutes for all meetings.
5. Voting will be by voice vote. No voting by proxy.
6. Formal agenda items must be submitted to the Staff Representative 10 working days prior to the meeting date.
7. Citizens may make comments and introduce future agenda items at the beginning of each meeting (limited to 3 minutes).
8. Meeting Procedure: The parliamentary procedure for meeting and operations of the Committee shall be the responsibility of and within the authority of the Chair. In the event there is a disagreement or objection to the procedures pursued by the Chair, Roberts Rules of Order, Newly Revised, shall constitute the authority.

VII. AMENDMENTS

1. Modification of these By-Laws must be approved by the City Commission before they become effective.
2. The procedure to recommend modification of these By-Laws to the City Commission shall be:
 - a. All recommended modifications are to be presented and discussed at a regularly scheduled PRAC meeting; recommendation to the City Commission may be made at the same meeting if consensus is reached.
 - b. A majority vote of the PRAC membership present is necessary to recommend a change in the By-Laws.
 - c. With a majority vote of the PRAC members, an exception to these bylaws for a specific and unique purpose may be presented to the City Commission for approval and implementation.

* * * * *



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief Shaun Davis

Agenda Date: 09/20/2023

SUBJECT:

Youth Opioid Prevention Grant Program

STAFF RECOMMENDATION:

Authorize the police department to move forward with the implementation of Youth Opioid Prevention Grant Program

BACKGROUND:

During the 2023-2025 Budget Hearings, the Oregon City Budget Committee earmarked \$40,000 each year for the 2023-2025 biennium budget for a Youth Opioid Prevention Grant Program.

Grant guidelines and an application have been created to focus on youth opioid prevention programs. The guidelines and application were presented during the September 12, 2023 Commission Work Session for guidance and further recommendations. Attached are the final versions with the Commission's recommendations.

The Youth Opioid Prevention Grant Program (YOPGP) supports efforts in Oregon City to discourage or prevent youths within our community from the misuse of opioids and prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies, which will improve our community's overall quality of life by investing in programs that focus directly on our youth.

The goals of the projects or programs that receive support through this grant must focus on prevention of misuse of opioids and prevention of overdose deaths and other harms, as outlined in the Opioid Settlement Agreements, List of Opioid Remediation Uses.

OPTIONS:

1. Authorize the Police Department to move forward with the implementation of Youth Opioid Prevention Grant Program
2. Deny the Youth Opioid Prevention Grant Program

BUDGET IMPACT:

Amount: \$40,000 each fiscal year / \$80,000 this biennium

FY(s): 2023-24, 2024-25

Funding Source(s): ARPA Funds



Youth Opioid Prevention Grant Program November 15, 2023 through June 30, 2024

Program Guidelines

The Youth Opioid Prevention Grant Program (YOPGP) supports efforts in Oregon City to discourage or prevent youths within our community from the misuse of opioids and prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies, which will improve our community's overall quality of life by investing in programs that focus directly on our youth. The Oregon City Budget Committee earmarked \$40,000 each year for the 2023-2025 biennium budget for a Youth Opioid Prevention Grant Program.

Projects or programs that receive support through this program must meet at least one of the goals listed below.

A. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Media campaigns to prevent youth opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence for youth.
3. Drug take-back disposal or destruction programs.
4. Evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
5. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

6. Community-based education or intervention services for families, youth, and adolescents at risk for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) conditions.
7. Evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
8. Greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

B. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, or community navigators and outreach workers.
2. Training and education regarding naloxone and other drugs that treat overdoses for overdose patients, patients taking opioids, families, schools, and community support groups.

Eligibility

Projects or programs must meet the following eligibility requirements:

1. Project applicant must be:
 - a. A non-profit organization or charitable organization with 501(c)(3) status under the Internal Revenue Service; or
 - b. A school or institution of higher learning; or
 - c. A local government advisory committee, department, or coalition.
2. The project may not fund major capital improvement projects.
3. The applicant must not be a sub-contractor of the applicant.
4. The project must not promote or inhibit religion.
5. The project must not discriminate based on race, ethnicity, age, gender, or sexual orientation.
6. The project must not be used to replace any other available source of federal, state, local or regional funds.

Match Requirement

Proposed projects/programs need to demonstrate that they have secured additional resources, either in-kind support or actual dollars. Additional funding sources must be secured prior to applying. Please include documentation of all funding sources in your application.

Additional funding requirements are based on the amount of the project. See the table below to calculate additional funding requirements.

Total Project Cost	Required Funding Match
\$ 1 to \$10,000	10% of total project cost
\$10,001 to \$20,000	20% of total project cost

Volunteer Rate for In-kind Matching Support: To estimate the value of donated volunteer labor time use the suggested hourly rate of \$31.80. This rate was established by the Independent Sector (04/2023), a national membership organization that brings together nonprofits, foundations, and corporate giving programs to strengthen civil society.

Letter(s) of Support

The applicant must include one or more letters of support for the proposed projects/program. Additional information about support letters is included below in the Application Content section.

Application Period

The City will accept project/program proposals between October 1, 2023 and October 31, 2023. The City will distribute a total of up to \$40,000 in awards, with a maximum up to \$20,000 per grant award. Projects/programs must be completed between the day the grant is awarded and June 30, 2024. Please contact Kelly Dilbeck, 503-905-3513 or kdilbeck@orc.org for questions or clarifications on this information.

Exit Report

To receive final payment for the awarded grant, and be considered for future YOPGP grants, the project/program coordinator must submit an Exit Report within thirty (30) days of completing the grant project/program. The exit report must include:

- A brief description of the project/program.
- A description of the accomplishments.
- A final budget, including all receipts for invoices paid.
- Measures of performance (i.e., number of youths served, effect of the project/program on the City).
- Narrative stating how the funds were spent.
- Listing of additional sponsors of the project/program.
- Any photos of the project.
- Any promotional material samples (advertisements, flyers, posters, etc.) Please mention the City of Oregon City and the YOPGP on any promotional materials.

Application Information

Project/Programs submitted for funding must directly benefit Oregon City youths living or going to school within the city limits of Oregon City. Projects/Programs submitted for funding must be used to create real prevention efforts for youth in Oregon City.

Grant applications may be funded in part or in full. Direct use of funds used for administrative costs will be limited to 10% of the total grant award. However, administrative costs can be included as a match requirement. If funds are required to begin the Project/Program, 50% of the total award may be issued in advance, with the remaining 50% being reimbursable after completing the grant and completing the exit report.

The City of Oregon City is not responsible for any costs incurred in preparing an application/proposal. Projects/Programs will be reimbursed for expenses incurred only after a grant is awarded and before June 30, 2024.

Deadline

Applications for the 2023-2024 grant cycle must be received no later than 5:00 pm on Tuesday, October 31, 2023. Questions about the program should be sent to Kelly Dilbeck, Oregon City Police Department Business Manager, at kdilbeck@orccity.org.

Submission

The grant application is available on the City of Oregon City website at <https://www.orccity.org/police/YOPGP>

Applications may be submitted electronically to kdilbeck@orccity.org, or a hard copy may be hand-delivered or mailed to the Oregon City Police Department, Attn: YOPGP, 1234 Linn Ave., Oregon City, OR 97045.

Application Content

The application must include the following:

- A letter of support from affected parties within the geographical boundary of the grant project/program (e.g., school or private or non-profit entity).
- A letter of acknowledgement from each City Department that could be affected by the project.
- Applicants should note liability insurance might be required depending upon the proposed project.

Application Review

The YOPGP Award Review Committee will meet to review applications in November 2023.

Those that do not meet the guidelines and/or goals will be eliminated. If the due date is not met, the proposal will be rejected.

Evaluation and Selection

The YOPGP Award Review Committee will score eligible applications based upon the goals of the project/program. The YOPGP Award Review Committee's recommendations will be forwarded to the City Commission for final grant approval.

The grant awardees will be notified on November 15, 2023.

Contracting Information

Successful applicants will be required to enter into a YOPGP Agreement that outlines the responsibilities of both parties. A person authorized to represent the organization will enter into a formal agreement on behalf of the sponsoring organization.

Funds for projects/programs will only be available from the date the YOPGP Agreement is received to June 30, 2024. Quarterly check-in meetings with grant awardees will be held to address any challenges with project implementation and to mitigate the need for extensions. However, if an extension is unavoidable, grant recipients should submit an extension request as soon as possible.

Applicants should note liability insurance might be required depending upon the proposed project. The applicant agrees to hold the City and the YOPGP Award Review Committee harmless from the applicant's actions.



Youth Opioid Prevention Grant Program Application

Before filling out this form, please read the Youth Opioid Prevention Grant Program information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required depending upon the proposed project. Limit answers to the space provided.

Title of Project _____

Organization _____

Is this a Non-Profit Organization? Yes ____ No ____

Non-Profit Federal tax-exempt ID Number _____

Address _____

City, State, Zip _____

Project Coordinator _____ Phone _____

Email _____

Chairperson of Governing Board (If Applicable) _____

Phone _____

Signature _____

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the PROPOSED BUDGET at the end of this document*****

Amount totals from that sheet should match this table.

Grant Amount Requested:	\$
+ Matching Funds (Cash):	\$
+ In-Kind Matching Funds (See question #15):	\$
= Total Cost of Project:	\$

Proposal Information

1. Have you received a similar grant or a city-sponsored grant in the last 3 years?

Yes _____ No _____

If yes, please describe the projects/programs for which you received funding.

2. If you received a similar or city-sponsored grant, what is the status of the project?

3. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes _____ No _____

If yes, please explain.

4. Briefly describe the project/program for which you are requesting funds.

5. Describe why this project/program was selected and the community need(s) to which it will respond.

6. Identify and describe how this proposal meets one or more of the goals for funding (select all that apply).

GOALS TO PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Media campaigns to prevent youth opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence for youth.
3. Drug take-back disposal or destruction programs.
4. Evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
5. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Community-based education or intervention services for families, youth, and adolescents at risk for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) conditions.
7. Evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
8. Greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

GOALS TO PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, or community navigators and outreach workers.
2. Training and education regarding naloxone and other drugs that treat overdoses for overdose patients, patients taking opioids, families, schools, and community support groups.

- 7. List by item number(s) from Question 6 and describe in detail how the project meets each goal. (Use additional pages if needed)**

8. Project Period: _____

(Number of months in duration)

Beginning Date: _____

Ending Date: _____

9. How will the youth in our community benefit by your project/program? What is the estimated number of people affected and anticipated outcome(s)?

10. Describe how your project/program will use evidence-based or evidence informed programs or strategies to support your effort?

11. Briefly describe prior experience managing similar projects, including any past enhancement projects.

12. List anticipated project milestones and dates (e.g., groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities, and events).

13. An exit report will be required once the project is complete, per a signed YOPGP Agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e., number of people served; campaigns; disposal/destruction/prevention programs, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

14. List sources for in-kind matching support (e.g., volunteer hours, donations, cash). To estimate the value of donated volunteer time refer to the YOPGP Program Guidelines for current volunteer rate value.

Item	Source of Support	Estimated Value (\$)

15. List all grants applied for in support of this project and commitments confirmed to date.

16. What is the percentage of YOPGP funds will be used for administrative costs?

____%

17. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

Proposed Budget

Suggested List (not inclusive)	A Grant Dollars Requested	B Match Funds (Cash)	C In-Kind Match Support	D Total
<u>Staff Administrative Costs</u> (Salaries/Administration)				
<u>Project Administration</u> Costs (Clerical, Advertising, Printing, Graphics, Postage)				
<u>Materials</u>				
<u>Equipment/Supplies</u>				
<u>Event Costs</u>				
<u>Transportation Costs</u>				
<u>Insurance Costs</u> (if needed)				
<u>Additional Costs</u> (list)				
<u>Total</u> (estimates)				



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 09/20/2023

SUBJECT:

Opioid Settlement Agreement Addendum with Additional Opioid Distributors

STAFF RECOMMENDATION:

Staff recommends approval of the proposed Addendum to the Oregon Allocation Agreement for Additional Opioid Settlements.

EXECUTIVE SUMMARY:

Multiple jurisdictions throughout the country, including several in Oregon, have sued a variety of opioid manufacturers and distributors for the harms caused by the use of opioids. In late 2021, the jurisdictions reached a settlement with several of the manufacturers and distributors that required most or all jurisdictions in Oregon to participate and the Commission authorized the City to enter into that settlement at its December 28, 2021, meeting. At the March 1, 2023 meeting, the Commission authorized the city attorney to sign a new settlement adding five additional parties to the agreement. Copies of both staff reports are attached to this staff report.

This Addendum extends the previously accepted settlement allocations with the Distributor settlements and the five (5) settlements with pharmacies (Allergen, Teva, Walgreens, CVS, and Walmart) to new settlement funds coming to Oregon subdivisions through the Mallinckrodt bankruptcy, further increasing the funds available to the City. This Addendum also clarifies use of proceeds and related administrative details. It is also anticipated that additional parties may be added to the settlement agreement in the future and in the course of approving this addendum staff also requests that the Commission consider authorizing additional addenda should more settling parties be added to the agreement.

To date, the City has received approximately \$122,000 from the opioid settlement. A portion of those funds have been used to provide testing for police staff, peer support, and crisis intervention training. The additional funding is anticipated to be used for similar activities and other opioid remediation activities.

OPTIONS:

1. Authorize the City Attorney to sign the Addendum to participate in the new settlement and request authority to sign future settlements, as requested by the settlement group; or
2. Not authorize the City Attorney to sign and provide staff direction on how to proceed.

BUDGET IMPACT:

Amount: Approximately \$500,000

FY(s): Spread over approximately 18 years

Funding Source(s): Opioid settlement distribution

Oregon Supplement to Statewide Allocation Agreement under the

MALLINCKRODT PLC, *et al.* Bankruptcy and Additional Settling Company Agreements

This Oregon Supplement to Statewide Allocation Agreement (this “Agreement”) is between the State of Oregon and the OR Participating Subdivisions and supplements the terms and conditions of the OSA (defined below) and governs the allocation, distribution and use of (i) NOAT II Funds paid to Oregon for NOAT II Approved Abatement Uses under the Mallinckrodt Reorganization Plan, (ii) Additional Company Settlement Funds paid to Oregon for Opioid Remediation under each of the Additional Settling Company Agreements described in Section 1.b below, and (iii) additional settlement agreements arising out of multi-state opioid related litigation as set forth in Section 4(d) of this Agreement and Section 8 of the OSA. It is the Parties’ intent that this Agreement is made a part of the OSA as of the effective date of the OSA.

1. Introduction

- a. **Mallinckrodt.** Mallinckrodt PLC *et al* (“Debtors”), filed for bankruptcy protection in October 2020. *In re Mallinckrodt plc*, U.S. Bankruptcy Court, D. Del., Case No. 20-12522 *et al.* (JTD) (jointly administered). On April 20, 2021, Debtors filed their *Joint Plan of Reorganization of Mallinckrodt plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, ECF No. 2074 (as amended from time to time,¹ the “NOAT II Reorganization Plan”). The NOAT II Reorganization Plan contemplates the filing of Plan Supplements with proposed forms of the operative documents to implement the NOAT II Reorganization Plan upon its confirmation. On August 6, 2021, the Debtors filed the proposed form of the *National Opioid Abatement Trust II Agreement* (as amended from time to time, the “NOAT II Agreement”) as Exhibit D to the Plan Supplement, ECF No. 3610-1. On September 4, 2021, Debtors filed the proposed form of trust distribution procedures for the National Opioid Abatement Trust II (as amended from time to time,² the “NOAT II Distribution Procedures”), ECF No. 4149. To qualify for distributions under the NOAT II Distribution Procedures, each state may file a Statewide Allocation Agreement providing an agreed-upon allocation or method for allocating the NOAT II Funds for that state.
- b. **Additional Settlements.** Each of the Additional Settling Companies (as defined below) has entered into a separate settlement agreement with multiple states, including Oregon (each, such agreement, an “Additional Settling Company Agreement” and, collectively, the “Additional Settling Company Agreements”), under which each Additional Settling Company agrees to pay amounts into a national settlement fund, from which a fund administrator established as set forth in the Additional Settling Company Agreements may distribute funds to individual states to be used for Opioid Remediation pursuant to the terms of each of the Additional Settlement Company Agreements. To qualify for distribution of settlement funds under each Additional Settling Company Agreement, each state may file a Statewide Allocation Agreement providing an agreed-upon

¹ Debtors have filed amended proposed plans of reorganization on September 9, 2021, December 2, 2021, December 29, 2021, and January 6, 2022, and may further amend the Plan prior to the Bankruptcy Court’s ruling on confirmation.

² Debtors filed an amended proposed form of the NOAT II Trust Distribution Procedures on October 11, 2021, ECF No. 4664.

allocation or method for allocating the Additional Company Settlement Funds for that state with respect to funds distributed to the state under the Additional Settling Company Agreement.

- c. **Statewide Allocation Agreement.** In December 2021, the State of Oregon and OR Participating Subdivisions entered into the State of Oregon Subdivision Agreement Regarding Distribution and Use of Settlement Funds (“OSA”) in which the State and its subdivisions agreed to distribution allocations of Oregon Settlement Funds paid to Oregon under the Distributor and Janssen Agreements and related opioid matters. It is the intention of the State and the OR Participating Subdivisions that the portions of OSA incorporated into this Agreement, constitute a Statewide Allocation Agreement for purposes of both the NOAT II Plan and each of the Additional Settling Company Agreements. To that end, Oregon submitted the OSA to the NOAT II trustees in satisfaction of the SAA requirements under the NOAT II Distribution Procedures. On July 1, 2022, the NOAT II trustees acknowledged Oregon’s filing of the OSA in the Mallinckrodt bankruptcy proceeding. In addition, Oregon has submitted the OSA to describe the distribution plan for each of the Additional Settling Company Agreements.
- d. **Relationship to OSA.** Section 8 of the OSA provides that the allocation percentages between the State of Oregon and the OR Participating Subdivisions, and between and among the OR Participating Subdivisions, set forth in the OSA will apply to future multistate opioid settlements with distributors, manufacturers and pharmacies, subject to consideration of the terms of such settlements. The purpose of this Agreement is to clarify which provisions of the OSA are applicable to (i) the distribution of NOAT II Funds to avoid any potential confusion in the administration of the NOAT II Funds in accordance with the NOAT II Plan, and (ii) the distribution of the Additional Company Settlement Funds to avoid any potential confusion in the administration of the Additional Company Settlement Funds in accordance with the Additional Settling Company Agreements.

2. Definitions

The following terms shall have the meaning set forth below when used in this Agreement. Additional terms defined within this Agreement shall have that meaning when used in this Agreement. In addition, terms used in this Agreement that are defined in the OSA will have that meaning unless otherwise defined in this Agreement.

- a. *Additional Company Settlement Funds* means funds distributed to Oregon for Opioid Remediation under an Additional Settling Company Agreement.
- b. *Additional Settling Company* means, each of the following entities individually, and *Additional Settling Companies* means the following entities collectively:
 - i. *Allergan*, which means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a/ Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc). Allergan does not include Teva Pharmaceuticals Industries Ltd. (“Teva Ltd.”), Teva Pharmaceuticals USA, Inc. (“Teva USA”), Cephalon, Inc. (“Cephalon”), Actavis LLC (f/k/a Actavis Inc.) (“Actavis LLC”), Watson Laboratories, Inc. (“Watson”), Actavis Pharma,

Inc. (f/k/a Watson Pharma, Inc.) (“Actavis Pharma”), Actavis Elizabeth LLC (“Actavis Elizabeth”), Actavis Kadian LLC (“Actavis Kadian”), Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida) (“Actavis Labs FL”), Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah) (“Actavis Labs UT”), Actavis Mid Atlantic LLC (“Actavis Mid”), Actavis South Atlantic LLC (“Actavis South”), Actavis Totowa LLC (“Actavis Totowa”), or Anda, Inc. (“Anda”).

- ii. *CVS*, which means CVS Health Corporation and CVS Pharmacy, Inc. and all of their past and present direct and indirect parents and subsidiaries.
- iii. *Teva*, which means (i) Teva Pharmaceutical Industries Ltd. and (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., Actavis LLC (f/k/a Actavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc., and Anda Inc.
- iv. *Walgreens*, which means Walgreen Co., and
- v. *Walmart*, which means Walmart, Inc.
- c. *Additional Settlement Funds* means both NOAT II Funds and Additional Company Settlement Funds.
- d. *NOAT II Plan* means, collectively, the NOAT II Reorganization Plan and its Plan Supplements, the NOAT II Agreement, and the NOAT II Distribution Procedures, and any modifications or supplements to any of the foregoing.
- e. *NOAT II Funds* means any funds distributed under the NOAT II Plan to the State and the OR Participating Subdivisions for NOAT II Approved Abatement Uses.
- f. *NOAT II Approved Abatement Uses* means opioid remediation activities for which NOAT II Funds may be used pursuant to Schedules A and B of the NOAT II Distribution Procedures.
- g. *Opioid Remediation*, when used herein in reference to the expenditure of Additional Company Settlement Funds, has the meaning set forth in the Additional Settling Company Agreement under which the Additional Company Settlement Funds were paid to Oregon.

3. General Terms

- a. This Agreement is subject to the requirements of the NOAT II Plan and applicable law with respect to the distribution of NOAT II Funds. Terms used in this Agreement relating

solely to the distribution of NOAT II Funds have the same meaning as in the NOAT II Plan unless otherwise defined herein.

- b. This Agreement is subject to the requirements of each individual Additional Settling Company Agreement and applicable law with respect to distribution of Additional Company Settlement Funds distributed under that Additional Settling Company Agreement. Terms used in this Agreement relating to the distribution of Additional Company Settlement Funds under an Additional Settling Company Agreement have the same meaning as in that Additional Settling Company Agreement unless otherwise defined herein.
- c. This Agreement applies to:
 - i. the distribution of NOAT II Funds under the NOAT II Plan and does not affect any other distribution of funds under the NOAT II Plan, including but not limited to attorney fees;
 - ii. the distribution of Additional Company Settlement Funds dedicated to Opioid Remediation under each Additional Settling Company Agreement, and does not affect any other distribution of funds under that or any other Additional Settling Company Agreement, including but not limited to attorney fees.
- d. Pursuant to the NOAT II Plan, all NOAT II Funds distributed pursuant to this Agreement will be used for NOAT II Approved Abatement Uses.
- e. All Additional Company Settlement Funds distributed pursuant to this Agreement and the Additional Settling Company Agreement to which Allergan is a party (the "Allergan Agreement") will be used for Opioid Remediation pursuant to and as defined in the Allergan Agreement.
- f. All Additional Company Settlement Funds distributed pursuant to this Agreement and the Additional Settling Company Agreement to which CVS is a party (the "CVS Agreement") will be used for Opioid Remediation pursuant to and as defined in the CVS Agreement.
- g. All Additional Company Settlement Funds distributed pursuant to this Agreement and the Additional Settling Company Agreement to which Teva is a party (the "Teva Agreement") will be used for Opioid Remediation pursuant to and as defined in the Teva Agreement.
- h. All Additional Company Settlement Funds distributed pursuant to this Agreement and the Additional Settling Company Agreement to which Walgreens is a party (the "Walgreens Agreement") will be used for Opioid Remediation pursuant to and as defined in the Walgreens Agreement.
- i. All Additional Company Settlement Funds distributed pursuant to this Agreement and the Additional Settling Company Agreement to which Walmart is a party (the "Walmart Agreement") will be used for Opioid Remediation pursuant to and as defined in the Walmart Agreement.

4. Oregon State Allocation of Additional Settlement Funds

As provided in the OSA, the Additional Settlement Funds payable to Oregon, and the amounts paid to Oregon under the NOAT II Plan and each of the Additional Settlement Agreements shall be

allocated as follows: 45% to the State (“State of Oregon Allocation”) and 55% to the OR Participating Subdivisions (“Oregon Participating Subdivision Allocation”).

- a. **State of Oregon Allocation.** Forty-Five percent (45%) of the total Additional Settlement Funds paid to Oregon will be allocated to the State and used by the State for (i) with respect to NOAT II Funds distributed to the State under the NOAT II Plan, for NOAT II Approved Abatement Uses, and (ii) with respect to Additional Company Settlement Funds distributed under an Additional Settling Company Agreement, for Opioid Remediation as defined and permitted by the terms of that Additional Settling Company Agreement.
- b. **OR Participating Subdivision Allocation.** Fifty Five percent (55%) of total Additional Settlement Funds paid to Oregon will be allocated to OR Participating Subdivisions and used by the OR Participating Subdivisions for (i) with respect to NOAT II Funds distributed to the State under the NOAT II Plan, for NOAT II Approved Abatement Uses, and (ii) with respect to Additional Company Settlement Funds distributed under an Additional Settling Company Agreement, for Opioid Remediation as defined and permitted by the terms of that Additional Settling Company Agreement. Additional Settlement Funds allocated to OR Participating Subdivisions, whether NOAT II Funds or Additional Company Settlement Funds, shall be distributed to OR Participating Subdivisions in the same proportion and manner as OR Subdivision Funds are distributed under the Section 4(c) of the OSA.
- c. **Administration of Distributions.** Direct distributions of Additional Settlement Funds shall be administered according to (i) with respect to NOAT II Funds, the NOAT II Plan, and (ii) with respect to Additional Company Settlement Funds, the Additional Settling Company Agreement under which such Additional Company Settlement Funds are paid, each consistent with this Agreement and the instructions submitted to the applicable administrator of the NOAT II Plan or Additional Settling Company Agreement by the OR Participating Subdivisions.
- d. **Other Settlements.** This Agreement applies to the distribution of NOAT II Funds received by Oregon under the NOAT II Plan and the Additional Company Settlement Funds received by Oregon under the Additional Settling Company Agreements. In addition, consistent with Section 8 of the OSA, the allocation and distribution between the State and OR Participating Subdivisions of any funds other than the NOAT II Funds, the Additional Settlement Funds or the Oregon Settlement Funds (as defined in the OSA) received by Oregon under any other multistate opioid settlements based on the liability of distributors of opioids, manufacturers of opioids, pharmacies for the selling or marketing of opioids, or the consultants, agents or associates of distributors, manufacturers or pharmacies (such funds, “Future Settlement Funds”), will be governed by Sections 3, 4(a)-(c), 5-8, and 10 of the OSA, as well as any additional agreements entered into between the State and the OR Participating Subdivisions relevant to the Future Settlement Funds, subject to consideration of other terms of such settlements that impact allocation of Future Settlement Funds; provided that any reference in those sections of the OSA to either the Distributor Settlement Agreement or the Janssen Settlement Agreement shall be read to mean the applicable settlement under which Oregon receives the Future Settlement Funds with respect to distribution of those Future Settlement Funds.

5. Additional Compliance Obligations

- a. **NOAT II Funds.** Each OR Participating Subdivision that receives a distribution of NOAT II Funds is responsible for meeting all requirements of the NOAT II Plan, including limitations on spending the funds and accounting and reporting requirements. These include, but are not limited to, the following:
 - i. In accordance with the terms of the NOAT II Plan, no OR Participating Subdivision that receives an allocation may expend more than 5% of the NOAT II Funds for expenses incurred in administering the distributions for the NOAT II Approved Abatement Uses, including the process of selecting programs to receive distributions of NOAT II Funds.
 - ii. In accordance with the terms of the NOAT II Plan, no portion of any NOAT II Funds may be used to pay attorneys' fees or costs.
 - iii. All OR Participating Subdivision receiving direct distribution of funds through this Agreement must comply with the reporting requirements set forth in the NOAT II Plan. Reporting for cities that do not elect direct distribution will be the responsibility of the County to whom that City's funds were distributed.
 - iv. NOAT II Funds distributed to a county are not required to be spent exclusively for NOAT II Approved Abatement Uses in any city, but must be used only for NOAT II Approved Abatement Uses and reported in accordance with all requirements of the NOAT II Plan.
- b. **Additional Company Settlement Funds.** Each OR Participating Subdivision that receives a distribution of Additional Company Settlement Funds under an Additional Settling Company Agreement is responsible for meeting all requirements of the Additional Settling Company Agreement under which it received the Additional Company Settlement Funds, including limitations on spending the Additional Company Settlement Funds and accounting and reporting requirements under the Additional Settling Company Agreement under which it received the Additional Company Settlement Funds. These include, but are not limited to, the following:
 - i. No OR Participating Subdivision that receives an allocation of Additional Company Settlement Funds may expend the funds for expenses incurred in administering the funds for Opioid Remediation in excess of any limits set forth in the Additional Settling Company Agreement under which it received the Additional Company Settlement Funds.
 - ii. No portion of any Additional Company Settlement Funds may be used to pay attorneys' fees or costs.
 - iii. With respect to reporting requirements applicable to the expenditure of Additional Company Settlement Funds, reporting for cities that do not elect direct distribution will be the responsibility of the County to whom that City's funds were distributed.
 - iv. Additional Company Settlement Funds distributed to a county are not required to be spent exclusively for Opioid Remediation in any city, but must be used only for Opioid Remediation in compliance with the Additional Settling Company Agreement under which they were paid to

the county.

- c. **OSA Reporting and Auditing.** The provisions of Sections 5 (State and Subdivision Reporting and Oversight) and 6 (Audits) of the OSA apply to the OR Participating Subdivision's reporting of expenditures and the Parties' respective audit rights related to Additional Settlement Funds; provided that any reference in those sections of the OSA to either the Distributor Settlement Agreement or the Janssen Settlement Agreement shall be read to mean (i) the NOAT II Plan with respect to the reporting of the use of and audits related to the NOAT II Funds, and (ii) the Additional Settling Company Agreements with respect to any Additional Company Settlement Funds. The Parties **may** cooperate to coordinate reporting obligations under the OSA and this Agreement with respect to the Distributor Settlement Agreement, the Janssen Settlement Agreement, the NOAT II Plan, and the Additional Settling Company Agreements.

6. **Agreements Among Local Governments**

OR Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with federal, state, local, tribal or private sector entities in pursuing NOAT II Approved Abatement Uses or Opioid Remediation, subject to any restrictions applicable to such federal, state, local, tribal or private sector entities. Further, provided that (i) all NOAT II Funds are used for NOAT II Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate NOAT II funds paid to them among themselves, provided that all direct distributions of NOAT II Funds must meet the requirements of the NOAT II Plan, including regular accountings; and (ii) all Additional Company Settlement Funds paid under an Additional Company Settlement Agreement are used for Opioid Remediation consistent with the Additional Settling Company Agreement under which the Additional Company Settlement Funds were distributed, a county and any cities or towns within the county may agree to reallocate Additional Settlement Funds paid to them pursuant to an Additional Settling Company Agreement among themselves, provided that all direct distributions of the Additional Settlement Funds must meet the requirements of the Additional Settling Company Agreement under which they were distributed.

7. **Designation of Additional Settlement Funds**

By signing this Agreement, the Attorney General designates the Additional Settlement Funds distributed to the State under this Agreement as paid to the State pursuant to judgments or settlements arising from the liability of distributors of opioids, manufacturers of opioids, pharmacies for the selling of opioids, or the consultants, agents or associates of distributors, manufacturers or pharmacies. Accordingly, all Additional Settlement Funds paid to the State shall be deposited in the Opioid Settlement Prevention, Treatment and Recovery Fund established by Oregon Laws 2022, Chapter 63, Section 5(1).

8. **Miscellaneous**

- a. **Interpretation.** This Agreement supplements, is made a part of, and is incorporated into the OSA. Except as set forth herein, the terms of the OSA govern the distribution, use and other obligations related to the Additional Settlement Funds.
- b. **Signature Page; Counterparts.** This Agreement may be executed electronically and in counterparts, each of which shall be considered an original, but which together shall constitute one and the same agreement.

Signature Page

OR Participating Subdivisions:

OR Participating Subdivisions have
executed this Agreement via DocuSign

State of Oregon, acting by and through
the Oregon Department of Justice

By: _____
Lisa M. Udland
Deputy Attorney General

Oregon Subdivision:

By: _____
Title: _____



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Manager, Tony Konkol

Agenda Date: 12/28/2021

SUBJECT:

Opioid Settlement Agreement with Multiple Opioid Distributors

STAFF RECOMMENDATION:

Staff recommends approval of the proposed Opioid Settlement Agreement and the State of Oregon Agreement Regarding Distribution and Use of the Settlement Funds.

EXECUTIVE SUMMARY:

Oregon City has been asked to sign onto a settlement agreement with several opioid distributors and manufacturers and other jurisdictions in the state of Oregon. By entering into the settlement, the city could receive up to \$487,606.00 to be used for “opioid remediation,” which could include a variety of prevention and treatment strategies for opioid addiction. Entering into the settlement agreement would settle and waive all claims against the settling manufacturers and distributors for the impacts of their activities with regard to opioids. This litigation has been pending for some time, and a settlement was being discussed this summer, however, the city received the final settlement documents very recently and the settlement requires the city to sign onto the settlement **no later than January 2, 2022**.

BACKGROUND:

Oregon City has been asked to sign onto a settlement agreement with several opioid distributors and manufacturers and other jurisdictions in the state of Oregon. By entering into the settlement, the city could receive up to \$487,606.00 to be used for “opioid remediation,” which could include a variety of prevention and treatment strategies for opioid addiction. Entering into the settlement agreement would settle and waive all claims against the settling manufacturers and distributors for the impacts of their activities with regard to opioids. This litigation has been pending for some time, and a settlement was being discussed this summer, however, the city received the final settlement documents very recently and the settlement requires the city to sign onto the settlement **no later than January 2, 2022**.

If Oregon City does not agree to the settlement by that date, there would be consequences. First, it appears the city would lose a significant portion of its allocation – apparently 1/3 of its

total, or approximately \$162,535. In addition, if less than 100% of the cities/counties in the state with over 30,000 in population settle, it would decrease the amount of money going to the state (the total amount of money lost is not clear from the settlement agreement). So, if the city does not sign on, it will affect other cities/counties in Oregon.

It is unlikely that the city would be in a position to sue the opioid distributors and manufacturers on its own, meaning this is money that would otherwise not be available to the city. The programs these funds are used to start could create expectations that they will continue. On balance, we recommend that the City Commission authorize the City Manager to enter into the settlement agreement prior to January 2, 2022.

In addition, the City is being asked to sign onto a “side” agreement with the State about the distribution of the funds. The settlement agreement is with all jurisdictions in the state, so by signing onto the settlement agreement, we would also be entering into the agreement with the state about how the funds would be distributed. The \$487,606.00 number coming to the city also comes from the agreement with the state.

Additional information

- Multiple states and local jurisdictions sued the manufacturers and distributors of opioids for the damages that opioids have done throughout the country.
 - Oregon jurisdictions involved in that lawsuit were the City of Portland and 8 counties, including Clackamas, Washington and Multnomah counties.
 - Earlier this year, most of those cases were consolidated into one large multi-jurisdiction litigation.
- This year, several – but not all – of the defendants began settling the lawsuits with various states, and the discussions with Oregon began this fall.
 - The settling defendants in this agreement are McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and Johnson & Johnson (Janssen).
 - Other defendants may settle in the future, or they could be taken to trial.
 - Oregon City is not part of that litigation at this point, but we may be asked to become involved in those settlements as well.
- The settlement agreements are structured state by state.
 - For Oregon, local jurisdictions will receive 55% of the total settlement funds, and the state will receive 45%
 - The amount each jurisdiction is set forth in a formula and, of the City agrees to the signs on to the settlement agreement by January 2, 2022, the City would receive 0.2765040475% of the 55% of the funds allocated to local jurisdictions in the statement.
 - That amount is currently estimated to be approximately \$487,606.00

- If the City does not sign onto this agreement by January 2, 2022 it could reduce the funds available to the rest of the state, and
- Any funds the City would otherwise receive would be distributed to the county in which it is located, i.e., the money would go to Clackamas County.
- The funds are limited in their use – they can only go to “opioid remediation,” which is extensively defined in the settlement agreement.
 - Some of the uses include:
 - Providing Naloxone and training in its use to prevent opioid overdoses,
 - Increase medication-assisted treatment of opioid addiction,
 - Funding for media campaigns to prevent opioid use, including in schools,
 - Treatment of opioid use disorder,
 - Support people in treatment and recovery, including housing,
 - Addressing the needs of criminal justice-involved persons,
 - Addressing the needs of pregnant or parenting women and families,
 - Education of law enforcement and other first responders,
 - This is only a small sampling of potential uses; there is a lengthy exhibit containing the various approved uses for the funds.
 - There is also a provision in the state agreement for enforcement of the fund’s limitations.

OPTIONS:

1. Approve the proposed settlement
2. Deny the proposed settlement

BUDGET IMPACT:

Amount: Estimated at \$487,606 to the city

FY(s): To be determined

Funding Source(s): General Fund



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Attorney Bill Kabeiseman

Agenda Date: 03/01/2023

SUBJECT:

Opioid Settlement Agreement with Multiple Opioid Distributors

STAFF RECOMMENDATION:

Staff recommends approval of the proposed Opioid Settlement Agreement package with five additional opioid distributors.

EXECUTIVE SUMMARY:

Multiple jurisdictions throughout the country, including several in Oregon, have sued a variety of opioid manufacturers and distributors for the harms caused by the use of opioids. In late 2021, the jurisdictions reached a settlement with several of the manufacturers and distributors that required most or all jurisdictions in Oregon to participate and the Commission authorized the City to enter into that settlement at its December 28, 2021, meeting. This new settlement agreement would add five additional parties to the agreement, increasing funds available to the City.

The additional funds from the new settling parties would be added to the funds the City is already receiving and could be used only for "opioid remediation," which could include a variety of prevention and treatment strategies for opioid addiction. Entering into the settlement agreement would settle and waive all claims against the settling manufacturers and distributors for the impacts of their activities with regard to opioids.

To date, the City has received approximately \$60,000 from the opioid settlement. Those funds have been used to provide testing for police staff, peer support, and crisis intervention training. It is anticipated that the additional and future funding would be used for similar activities and other opioid remediation activities.

OPTIONS:

1. Authorize the City Attorney to sign the agreements to participate in the new settlement; or
2. Not authorize the City Attorney to sign and provide staff direction on how to proceed.

BUDGET IMPACT:

Amount: Approximately \$500,000

FY(s): Spread over approximately 7 years

Funding Source(s): Opioid settlement distribution



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 09/20/2023

SUBJECT:

Personal Services Agreement with Geotechnical Resources, Inc. for the City-Wide Landslide Monitoring (PS 23-015)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Geotechnical Resources, Inc. (GRI) in the amount of \$69,650 to provide geotechnical services, subsurface investigation, landslide monitoring, and the installation of two new monitoring wells for the City-Wide Landslide Monitoring (PS 23-015).

EXECUTIVE SUMMARY:

In a continuing effort to learn why and how much certain areas of the City are moving due to the presence of geologic hazards, City staff proposes contracting with GRI to provide geotechnical services. Services include installation of two new slope monitoring wells that will facilitate monitoring of geologic hazards for two new sites along the western extents of the Newell Creek Basin. As part of this contract, GRI will continue to assist the City with collection, processing, and interpretation of data collected from all existing slope monitoring instrumentation and newly installed instrumentation.

BACKGROUND:

Chronic slope instability, including deep-seated landslides, are well documented in the Newell Creek Drainage area of Oregon City. The City has been monitoring the Trillium Park Drive area for the past 6 years. Monitoring began with installation of wells which measured ground movement and groundwater levels. Monitoring was completed quarterly by City staff with one annual monitoring and assessment by GRI. The data collected from existing slope monitoring equipment played an integral part in the design of the slope stabilization work that was completed on Trillium Park Drive.

City staff proposes continuing to contract with GRI to provide geotechnical services. Services include installation of two new slope monitoring wells that will facilitate

monitoring of geologic hazards for two new sites along the western extents of the Newell Creek Drainage area. As part of this contract, GRI will assist the City with collection, processing, and interpretation of data collected from newly installed instrumentation.

Finally, GRI will continue to assist the City with existing slope monitoring and continued data collection from the existing well sites around Trillium Park Drive allowing the City to monitor the effectiveness of the original stabilization work that was completed. Collecting data from the new well sites will allow the City to monitor the movement of the slopes in those new areas of concern, and provide data that will aid in future slope stabilization projects.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the installation of the new equipment, collection of data, reporting, and analysis of data.

Field explorations will begin within approximately 6 to 8 weeks depending on the availability of a drill rig. It is anticipated that the draft report on the investigation will be submitted within approximately 4 to 6 weeks after the completion of all field work. Inclinator readings will then be taken to establish a baseline for future readings. Readings at the new sites will then be taken on a quarterly basis. Depending on the results from the data analysis, readings may be scaled back to twice a year which would align with reading all other well sites. GRI will provide annual monitoring of slope inclinometers and vibrating wire piezometers.

GRI is a consultant on the City's On-call Consultants for Geotechnical Engineering Services shortlist to prepare bid documents for capital improvement projects.

OPTIONS:

1. Authorize the City Manager to execute the Agreement.
2. Authorize the City Manager to execute the Agreement with specific modifications.
3. Deny the Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$69,650.00

FY(s): 2024/2025

Funding Source(s): Engineering Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

CITY WIDE LANDSLIDE MONITORING (PS 23-015)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **GEOTECHNICAL RESOURCES, INC.** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed sixty-nine thousand, six hundred and fifty dollars and no cents (\$69,650).

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

GEOTECHNICAL RESOURCES, INC.
16520 SW Upper Boones Ferry Road,
Suite 100
Tigard, OR 97224
Attention: Thomas J. O'Dell

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

GEOTECHNICAL RESOURCES, INC.

By: _____
John M. Lewis, P.E.
Title: Public Works Director

By: _____

DATED: _____, 20____.

Name: _____

Title: _____

By: _____
Anthony J. Konkol III
Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 23-015 City Wide Landslide Monitoring - GRI



August 28, 2023

PRO OREGON CITY ON-CALL GEOTECHNICAL SERVICES
(REVISED)

City of Oregon City
625 Center Street
Oregon City, OR 97045

Attention: John Lewis, PE / City of Oregon City
Josh Wheeler, PE / City of Oregon City

**SUBJECT: Proposal for On-Call Geotechnical Services
Subsurface Investigation and Landslide Monitoring
Oregon City, Oregon**

GRI is pleased to submit this proposal to provide geotechnical services for the monitoring of slope stability at three sites in Oregon City. One site is located at the intersection of Pearl Street and Eluria Street (Site 1), another is at an existing pump station on Newell Crest Drive (Site 2), and the third is located at Trillium Park Drive (Site 3). GRI has already provided a Landslide and Slope Reconnaissance Memorandum dated June 30, 2023, summarizing our observations at Sites 1 and 2. GRI provided consultation services during installation of the monitoring instrumentation at Trillium Park Drive between March 2017 and October 2018.

SITE DESCRIPTION

Background

Chronic slope instability, including deep-seated landslides, are well documented in the Newell Creek Drainage area of Oregon City. Local and regional geologic conditions combined with abundant seasonal precipitation often result in intermittent slope instability along the side slopes of the drainages areas. The areas of interest in this proposal are located along the western extents of the Newell Creek Drainage. Site 1 is located at a sharp bend in the roadway at the junction of Eluria Street and Pearl Street. Site 2 is located near a pump station on the downslope side of Newell Crest Drive. Site 3 is located in the vicinity of Trillium Park Drive.

Local and Regional Geology

Published geologic mapping indicates Site 1 is mapped as Sandy River Mudstone with overlying rock of the Boring Volcanic Field (also known as the Boring Lavas) depicted nearby (Wells et al., 2020).

Site 2 is mapped within a Quaternary landslide deposit, with rock of the Boring Volcanic Field shown both to the north and west and Sandy River Mudstone to the east (Wells et al., 2020).

Columbia River Basalt typically underlies the mapped units at depth. GRI's experience in the area indicates that deep-seated landslides develop at the contact of hard basalt rock and weak, relatively impermeable sedimentary units. In our experience, sedimentary units typically encountered in the study area include the mapped Sandy River Mudstone and fine-grained deposits of the Troutdale Formation.

In the area of Site 3, Trillium Park Drive is situated on a fill constructed across a small drainage that flows eastward into the larger Newell Creek drainage. Published geologic mapping indicates the site is underlain by Tertiary Sandy River Mudstone, a fine-grained sedimentary unit that is susceptible to landslides. The area of the February 2006 landslide is within a larger area mapped as "landslide topography" by the Oregon Department of Geology and Mineral Industries (Schlicker and Finlayson, 1979).

PROJECT DESCRIPTION

The overall project goal is to complete subsurface explorations to install instrumentation that will facilitate monitoring of geologic hazards at Sites 1 and 2 and also to assist the City of Oregon City with collection, processing, and interpretation of data collected from instrumentation at Sites 1 and 2 as well as collection, processing, and interpretation of data collected from instrumentation previously installed in borings B-2, B-3, B-4, and B-5 at Site 3.

APPROACH AND SCOPE OF WORK

Our proposal is based on our current understanding of site conditions, and our experience with similar projects. Our approach and scope of work for the geotechnical investigation are discussed below.

1. Geotechnical and geologic information available for the project site and surrounding area will be collected and reviewed for use on this project.
2. One boring each will be completed at Sites 1 and 2 to evaluate subsurface conditions. The following paragraphs provide a description of the field explorations proposed for this project.

Borings: The borings will be drilled to depths of about 100 feet to 150 feet at the site using open-hole, mud-rotary and/or HQ wireline coring drilling techniques. Disturbed split-spoon and relatively undisturbed Shelby tube samples of soil will be obtained from the borings at about 2.5-foot intervals of depth in the upper 15 feet and at 5-foot to 10-foot intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. A 2.75-inch-diameter slope inclinometer pipe will be installed full depth in each of the borings. One to two vibrating-wire

piezometers will also be attached to the inclinometer casing to permit periodic groundwater monitoring. Datalogging equipment will also be deployed to reduce the groundwater monitoring interval.

The explorations will be subcontracted to an exploration contractor experienced in completing subsurface explorations for engineering purposes. The exploration work will be accomplished under the direction of experienced engineering staff from GRI, who will locate the explorations and maintain a log of the materials and conditions uncovered during the course of the work. Following completion of the borings, the drilling spoils (soil and water) will be stored in 55-gallon drums and removed from the site.

3. Laboratory testing will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The laboratory tests will include standard classification tests such as natural water content, grain-size analyses, Atterberg limits, consolidation testing, and unit-weight determinations. Additional strength testing may also be completed, as needed, to provide additional quantitative data necessary for the various engineering studies.
4. Minimal engineering and geologic studies and analyses will be accomplished that will lead to (1) characterization of subsurface soils; (2) preparation of a boring log for each exploration; and (3) discussion of conditions encountered in comparison to understanding of regional and local geologic conditions.
5. Following inclinometer installations at Sites 1 and 2, a geotechnical data report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. A draft report will be provided to you for comments. A final report will be provided following the submission of all comments. The reports will be provided in electronic format for your use and distribution.
6. Annual monitoring of slope inclinometers and vibrating wire piezometers will be completed. Annual work will include GRI data collection once per year at the above-noted installations (Site, 1, Site 2, and Site 3) One annual memorandum summarizing monitoring results and any future recommendations related to the instrumentation is included in this task.

ASSUMPTIONS

1. Our proposal assumes petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop the subsurface explorations, place the subcontractor and our field staff on standby, and contact you for further guidance. The standby time has not been

included in our cost estimate and will be billed on a time-and-expenses basis in accordance with the attached Fee Schedule.

2. We assume our subsurface exploration program can be completed without time delays associated with permitting, clearances, cultural resources monitoring, property access approvals, or other site access coordination activities completed by others. If we have mobilized to the project site and our subsurface exploration program is subsequently delayed, we will put our subcontractors and field staff on standby, and the standby time will be billed on a time-and-expense basis.
3. We assume the borings will be drilled in existing roadways, and permitting, traffic control plans, and/or flagging will not be required. We have assumed drill cuttings will be hauled off site for disposal.

SCHEDULE

We can begin field explorations within approximately six to eight weeks following your authorization to proceed, depending on the availability of a drill rig. It is anticipated that the draft report on the investigation can be submitted to you within approximately four to six weeks after the completion of all field work. Information can be submitted to you informally as soon as it becomes available from the studies.

FEE

The proposed services will be provided in accordance with the attached General Conditions of the Proposal. The fee for the above-described work will be computed on a time-and-expenses basis in accordance with the attached Fee Schedule. The estimated costs for our investigation are summarized on the following page and will not be exceeded without your prior approval. It should be noted that inclinometer installation estimates have been completed independently, and there may be opportunities for cost savings if installations are completed concurrently.

Task Description	Projected Cost
Task 1: Pearl and Eluria Installation	
GRI Geotechnical Field Time and Expenses*	\$ 5,800
Private Utility Locating Subcontractor	\$ 250
Drilling Subcontractors & Monitoring Equipment	\$ 17,500
Laboratory Work	\$ 1,500
Data Report Preparation	\$ 5,100
Task 1 Subtotal:	\$ 30,150
Task 2: Newell Crest Drive Installation	
GRI Geotechnical Field Time and Expenses*	\$ 5,800
Private Utility Locating Subcontractor	\$ 250
Drilling Subcontractors & Monitoring Equipment	\$ 17,500
Laboratory Work	\$ 1,500
Data Report Preparation	\$ 5,100
Task 2 Subtotal:	\$ 30,150
Task 3: Annual Monitoring	
GRI Data Collection*	\$ 3,000
Data Review and Processing	\$ 1,300
Summary Memo Preparation	\$ 3,700
Task 3 Subtotal:	\$ 9,350/yr
Time and Expenses Not To Exceed (Includes one year of Annual Monitoring):	\$ 69,650
Time and Expenses Not To Exceed (Two years additional Annual Monitoring, total):	\$ 18,700

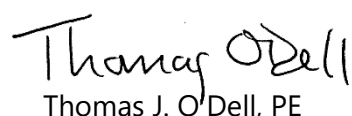
*Includes travel time and mileage.

Please contact the undersigned if you have any questions regarding our scope of work, schedule, and/or budget. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Submitted for GRI,



George Freitag, CEG
Principal



Thomas J. O'Dell, PE
Senior Engineer

Enclosures: General Conditions of the Proposal
Fee Schedule

References

- Schlicker, H.G., and Finlayson, C.T., 1979, Geology and geologic hazards of northwest Clackamas County: Oregon Department of Geology and Mineral Industries, Bulletin 99.
- Walker, G. W., and MacLeod, N. S., Digital Geologic Map of Oregon, Oregon Department of Geology and Mineral Industries, 2009.
- Wells, R. E, Haugerud, R. A., Niem, A. R., Niem, W. A., Ma, L., Evarts, R. C., O'Connor, J. E., Madin, I. P., Sherrod, D. R., Beeson, M. H., Tolan, T. L., Wheeler, K., Hanson, W., Sawlan, M. G., 2020, Geologic map of the greater Portland metropolitan area and surrounding region, Oregon and Washington: U.S. Geological Survey, Scientific Investigations, Map 3443.

GENERAL CONDITIONS OF THE PROPOSAL

GRI

16520 SW Upper Boones Ferry Road, Suite 100
Tigard, Oregon 97223
(503) 641-3478

Attachment to Proposal Dated: August 28, 2023

To: City of Oregon City, Oregon

For: On-Call Geotechnical Services
Subsurface Investigation and Landslide Monitoring
Oregon City, Oregon

PROFESSIONAL SERVICES

Fees for services by GRI's professional, technical, and clerical personnel will be charged according to time expended on the project at rates shown on the attached schedule.

SERVICES, SUPPLIES PROVIDED BY OTHERS, AND REIMBURSABLE EXPENSES

Charges for services, equipment, and supplies not provided directly by GRI will be computed at cost plus 10%. This includes surveying services, land subsurface explorations, construction equipment, testing laboratories, contract labor, shipping charges, living expenses, printing and reproduction, communication and miscellaneous supplies and rentals.

EQUIPMENT CHARGES

Charges for equipment furnished by GRI will be computed in accordance with the unit rates shown on the attached Fee Schedule.

RIGHT-OF-ENTRY

Unless otherwise agreed, you will furnish right-of-entry to the land or structures for us to make planned borings, surveys, and other explorations. We will take reasonable precautions to minimize damage to the land or structures from use of equipment, but have not included in our fee the cost for restoration of damage, which may result from our operation. If you desire us to restore the land or the structures to their former condition, we will accomplish this and add the cost to our fee.

UTILITIES

In the performance of our work, we will take all reasonable precautions to avoid damage or injury to subsurface structures or utilities. The Client/Owner agrees to hold us harmless for any damages to subsurface structures or utilities, which are not called to our attention and correctly shown on the plans furnished.

SAMPLES

All samples will be discarded thirty (30) days after submission of our report, unless you advise us otherwise. Further storage or transfer of samples can be made at your expense upon written request.

INSURANCE AND INDEMNITY

Our firm represents and warrants that it and its agents, staff, and consultants employed by it, is and are protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to the Client/Owner upon request in writing. Within the limits and conditions of such insurance, and subject to the Limitation of Remedies clause below, we agree to indemnify and save Client/Owner harmless from and against any loss, damage, or liability to the extent caused by any negligent acts by us, our agents, staff, and any consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any acts by Client/Owner, its agents, staff, and other consultants or contractors employed by it. Our defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of our actual indemnity obligation hereunder.

CONSEQUENTIAL DAMAGES

Neither Client/Owner nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

GENERAL CONDITIONS OF THE PROPOSAL (continued)**GRI**

16520 SW Upper Boones Ferry Road, Suite 100
 Tigard, Oregon 97223
 (503) 641-3478

Attachment to Proposal Dated: August 28, 2023

To: City of Oregon City, Oregon

For: On-Call Geotechnical Services
 Subsurface Investigation and Landslide Monitoring
 Oregon City, Oregon

OWNERSHIP AND USE OF DOCUMENTS

Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

Electronic Media. Engineer may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Engineer in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Engineer's electronic Documents and media will conform to Engineer's standards. Engineer will provide any requested electronic Documents for a 30-day acceptance period, and Engineer will correct any defects reported by Client to Engineer during this period. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Engineer's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Engineer's express prior written consent. Client waives any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Engineer from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Engineer's prior written consent.

STANDARD OF CARE

Service performed by GRI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions under similar circumstances on similar projects. No warranty, expressed or implied, is made.

Client/Owner recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GRI and that the data, interpretations and recommendations of GRI are based solely on the information available to us. GRI will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

GENERAL CONDITIONS OF THE PROPOSAL (continued)**GRI**

16520 SW Upper Boones Ferry Road, Suite 100
 Tigard, Oregon 97223
 (503) 641-3478

Attachment to Proposal Dated: August 28, 2023

To: City of Oregon City, Oregon

For: On-Call Geotechnical Services
 Subsurface Investigation and Landslide Monitoring
 Oregon City, Oregon

TERMINATION

In the event of termination, or suspension of work for more than three (3) months prior to completion of all reports contemplated by this Agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records, and reports.

ASSIGNS

During the term of this Agreement and following its interpretation for any reason, neither the Client/Owner nor GRI may delegate, assign, sublet, or transfer their duties or interest in this Agreement without the written consent of the other party.

PROTECTION FROM THIRD-PARTY SUITS

Should GRI be named as a third-party defendant in any litigation brought against the Client/Owner or contractors, the Client/Owner agrees to provide counsel for GRI's defense or to reimburse the reasonable costs thereof. Further, Client/Owner shall defend, indemnify and hold GRI harmless from any and all suits, claims, damages, expenses, losses, or injuries arising out of or in any way related to this Agreement or this project, except to the extent caused by GRI's negligence.

SCOPE OF AGREEMENT

The agreement between the two parties, i.e., GRI and the Client/Owner, consists of the specific items of work outlined in the attached proposal and the general conditions outlined in this document.

LIMITATION OF REMEDIES

It is understood and agreed that the Client/Owner recognizes GRI has neither created nor contributed to the creation, existence, or exacerbation of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. The Client/Owner agrees that, to the fullest extent permitted by law, GRI's total liability to the Client/Owner is limited to \$50,000 for any and all of the Client/Owner's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including any indemnity obligation under this Agreement. Such causes include, but are not limited to, GRI's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

 Client/Owner

 Representative (Print Name)

 Signature

 Date

GRI

 Consultant

 Principal or Associate

 Date

August 28, 2023

Return one signed original to GRI

GRI FEE SCHEDULE

Effective 06/22/2023

Classification	Rate/Hour
Principal	\$ 285
Associate	\$ 235
Senior Engineer/Geologist	\$ 205
Project Engineer/Geologist	\$ 180
Engineering/Geology Staff	\$ 150
Engineering Assistant	\$ 120
Project Accountant	\$ 130
Technical Editor	\$ 130
CAD Operator	\$ 125
Administrative Assistant	\$ 100

Other Direct Costs

Vehicle: Vehicles will be billed at the current IRS business mileage reimbursement rate.

Travel and Subsistence: All charges related to travel will be computed at cost. Subsistence will be computed per current GSA per diem rates.

Falling Weight Deflectometer (FWD) Testing: \$350 per hour.

FWD Mobilization: \$2.00 per mile.

PDA Mobilization: \$800 per project.

Pavement Core Bit and Patch: \$35 per core.

Pavement Coring Mobilization: \$1.75 per mile.

Ground Penetrating Radar (GPR) Testing: \$2,000 per day. Minimum half day.

Photo Ionization Detection: \$125 per day.

Laboratory Testing: Schedule of laboratory rates can be provided upon request.

Reimbursable Expenses: Expenses including outside photographic or reproduction services; equipment rental; field supplies; fees for permits, filings, applications; outside testing firms; postage and freight; etc. will be at cost.

Subcontractor Services: Charges for subcontractor services will be computed at cost plus 10%.

(LAST UPDATED 06/2023)

GRI to Oregon City 10-1-20 **STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 7e.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the ~~fixed-price nature~~ "not to exceed amount" of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or

specialized training and Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, ~~Consultants~~, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused ~~or alleged to be caused~~ by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement, but only to the extent caused in whole or in part by negligent acts or omissions of consultant on a contributory or comparative liability basis as determined by a third party trier of fact.

(b) Workers' Compensation Coverage.

Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than ~~\$1,000,000~~ ~~\$500,000~~ combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. ~~Such insurance shall include contractual liability.~~

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not

alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a

Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this

Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the

sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.



Legend

Street Names

- Taxlots
- Unimproved ROW
- City Limits
- UGB
- Basemap

Proposed location of
Site # 1 slope
monitoring well.

Notes

Overview Map



0 200 400 Feet

1: 2,400

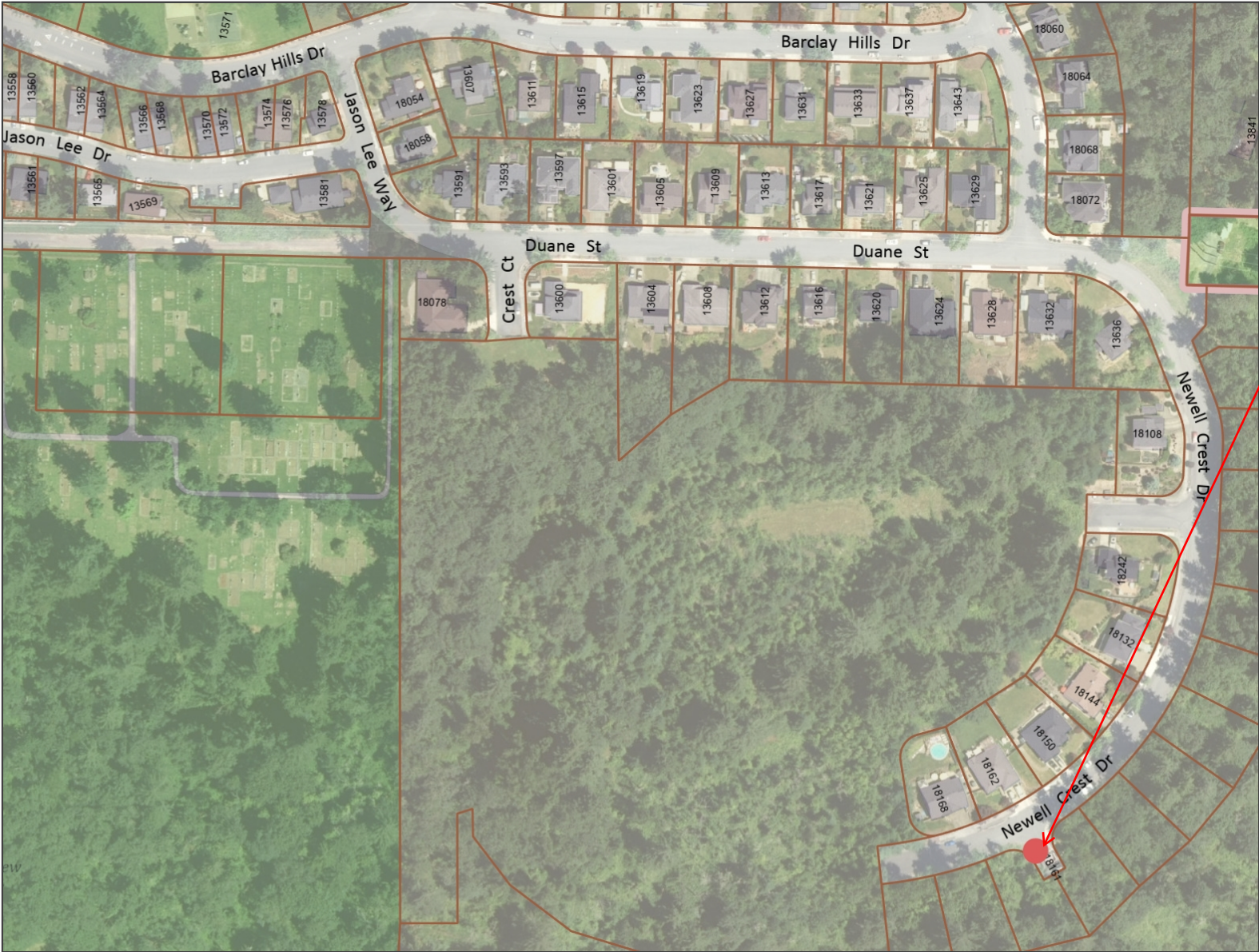


The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Map created 8/29/2023

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orecity.org





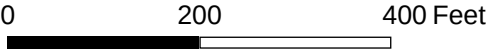
Legend
Street Names
Taxlots
Unimproved ROW
City Limits
UGB
Basemap

Proposed location of Site # 2 slope monitoring well.

Notes



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1: 2,400

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Legend

Street Names

Taxlots

Unimproved ROW

City Limits

UGB

Basemap

These 4 monitoring wells are existing and will continue to be monitored.

Notes

Overview Map



0 200 400 Feet

1: 2,400



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Map created 8/29/2023

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CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 09/20/2023

SUBJECT:

Public Improvement Contract with Landis & Landis Construction for the Linn Basin Sanitary Sewer I&I Rehab Project 1 (CI 23-001)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Landis & Landis Construction in the amount of \$3,835,693.00 for construction of the Linn Basin Sanitary Sewer I&I Rehab Project 1 (CI 23-001).

EXECUTIVE SUMMARY:

The Linn Basin Sanitary Sewer I&I Rehab Project 1 is being delivered as part of the I&I Program. This program will rehab sewer mains via CIPP and will rehab laterals in portions of the McLoughlin and Linn Basins. Staff seeks approval for the City Manager to execute a contract with Landis & Landis Construction in the amount of \$3,835,693.00 for construction of the Linn Basin Sanitary Sewer I&I Rehab Project 1 (CI 23-001). This project is eligible for receiving funds from Water Environment Services through the IGA for Regional Inflow and Infiltration Reduction.

BACKGROUND:

The City's 2014 Sanitary Sewer Master Plan calls for an Inflow and Infiltration (I&I) Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. I&I is a problem because clean water is being conveyed to the wastewater treatment plant, and the additional flow can raise rates unnecessarily to the customers. These high flows also require the City to maintain larger pump stations and sewer mains, which also increase rates for the customers and increase City maintenance efforts. Infiltration typically occurs through holes, cracks, joint failures, and faulty connections in pipes or manholes because of age or disturbance. Inflow sources occur in improper connections such as roof drains, foundation drains, and stormwater catch basins.

The City has instituted a program to identify I&I problems in the sewer system and deliver projects to address them. The program utilizes a wholistic approach, considering all components of the sewer system when identifying rehabilitation focus areas and repairing from the sewer main to the home. The Linn Basin Sanitary Sewer I&I Rehab Project 1 (CI 23-001) is part of this program and is located within the Clackamas County Water Environmental Services (WES) identified reimbursement area. This project is eligible for funding via the WES IGA for Regional I&I Reduction.

The Linn Basin Sanitary Sewer I&I Rehab Project 1 will repair leaky sewer mains and laterals in the McLoughlin and Linn Basins. The project includes:

- 10,000 LF of 8-Inch to 18-Inch Mainline Cured-in-Place Pipe (CIPP)
- 10,000 LF of Lateral Rehabilitation
- 5 Open-Cut Spot Repairs
- 3 New 48" Manholes
- Grind and Inlay
- Perform additional and incidental Work as called for by the Specifications and Plans.

This work is being completed throughout the Elyville, McLoughlin, and Rivercrest neighborhood associations.

On July 31, 2023 and August 2, 2023, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on August 31, 2023 and four (4) bids were received.

The contractor did not fully complete Section II H – Registrations of the bidding document. This form requires providing their Construction Contractors Board registration. The City has determined that this is a minor informality, based on OAR 137-049-0350(2)(a), which states:

"A Contracting Agency may waive, or permit an Offeror to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors."

Therefore, the City and Wallis Engineering determined that Landis & Landis Construction was the low responsive bidder. The contract award value is three million, eight hundred thirty-five thousand, six hundred ninety-three dollars (\$3,835,693.00).

The list below includes the bidders and bid amounts received for this project:

Landis & Landis Construction	\$3,835,693.00
Canby Excavating	\$4,314,472.00
Iron Horse	\$4,818,749.00
James W Fowler	\$5,477,971.00
Engineer's Estimate	\$3,874,519.75

The apparent low bidder was 1.0% lower than the engineer's estimate.

Construction is anticipated to occur in late Fall 2023 and throughout Winter 2023/2024. Work is anticipated to be completed by Spring 2024.

OPTIONS:

1. Authorize the City Manager to execute the Contract.
2. Authorize the City Manager to execute the Contract with specific modifications.
3. Deny the Contract. If the Commission chooses to deny the Contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$3,835,693.00

FY(s): FY23-24

Funding Source(s): Sewer Fund 520-552-7040

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this ____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **Landis & Landis Construction** (“CONTRACTOR”).

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **Linn Basin Sanitary Sewer I&I Rehab Project 1 (CI 23-001)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Business Licenses Certification Certification of Non-Discrimination Certification of Compliance with Tax Law First Tier Subcontractor Disclosure Form Bidder Responsibility Form Bid Bond Customer Service Acknowledgment Form Qualification of Bidder Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Payment Bond Performance Bond State of Oregon Statutory Public Works Bond Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 5, 2023 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 5, 2023 Prevailing Wage Apprenticeship Rates dated July 5, 2023 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 General Conditions Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be complete by March 31, 2024.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **three million, eight hundred thirty-five thousand, six hundred ninety-three dollars (\$3,835,693.00)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

By: _____
Anthony J. Konkol III
City Manager

By: _____
John M. Lewis, P.E.
Public Works Director

Approved as to Legal Sufficiency

By: _____
City Attorney

City Commission Award Date:

LANDIS & LANDIS CONSTRUCTION

Printed Name

By: _____
Authorized Signature

Title

Date

Address:

Federal Taxpayer ID Number

September 5, 2023

Kenny Cannady-Shultz
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

RE: Linn Basin Sanitary Sewer I & I Rehab Project 1 – Recommendation of Award
OC Project No. (CI 23-001)
W.E. Job No. OC23II.04

Dear Mr. Cannady-Shultz:

We have reviewed the submitted bid from the apparent low bid received for the above referenced project. A total of four (4) bids were received ranging from \$3,835,693.00 to \$5,477,971.00.

The apparent low bidder did not complete section IIH- Registrations and struck through the section as Not Applicable (NA). Following discussions with Landis and Landis, they considered the associated work undefined as part of the force account bid item for Landscape Restoration of \$151,000. This work is under first tier limits and they had not secured a subconsultant at this time. They are not registered under this license requirement and intended to secure an appropriately licensed CCB or LCB once the work is determined.

In addition, OAR 137-049-0350(2)(a) provides as follows:

"A Contracting Agency may waive, or permit an Offeror to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors." We believe the failure to fill out the form is an insignificant mistake that can be corrected without prejudice to others and that the contract may be awarded.

Based on this principal and the submitted bid documents, we consider the apparent low bidder to be responsible and responsive.

The lowest responsive and responsible bid was submitted by Landis & Landis Construction. from Marylhurst, OR in the amount of Three Million, Eight Hundred Thirty-Five Thousand, Six Hundred Ninety-Three Dollars and Zero Cents (\$3,835,693.00).

We have reviewed Landis & Landis Construction's bid bond and have checked their current status relative to state licensing and found it to be in order along with verifying that the contractor is not listed on the debarred contractors list.

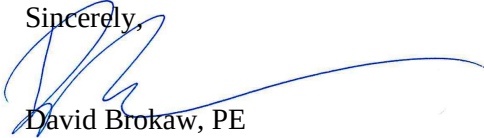
Upon the City's award of the project, please fill out and sign, as applicable, the Notice of Award, Performance Bond, Payment Bond, Public Works Bond, and Contract Agreement forms and forward them to the contractor.

Mr. Cannady-Shultz
September 5, 2023
Page 2

Item 7f.

Please note that in accordance with ORS 279B.135 a Notice of Intent to Award must be posted or provided to the other bidders prior to the City's award of a contract.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DB', with a long horizontal flourish extending to the right.

David Brokaw, PE
WALLIS ENGINEERING

City of Oregon City
Linn Basin Sanitary Sewer I & I Rehab Project 1 (CI 23-001)
Bid Tabulation
Date: August 31, 2023

Apparent Low

Other Bidders

				Engineers Estimate		Landis & Landis		Canby Excavating		James W Fowler		Iron Horse	
Item	Description	Units	Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Extra Work as Authorized	Force Account	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
2	Mobilization, Bonds, Insurance, and Demobilization	LS	1	\$ 230,000.00	\$ 230,000.00	\$ 295,000.00	\$ 295,000.00	\$ 205,000.00	\$ 205,000.00	\$ 494,000.00	\$ 494,000.00	\$ 250,000.00	\$ 250,000.00
3	Temporary Work Zone Traffic Control, Complete	LS	1	\$ 71,000.00	\$ 71,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 98,500.00	\$ 98,500.00	\$ 200,000.00	\$ 200,000.00
4	Erosion Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 55,000.00	\$ 55,000.00	\$ 8,000.00	\$ 8,000.00
5	Inlet Protection, Type 4	EA	34	\$ 150.00	\$ 5,100.00	\$ 175.00	\$ 5,950.00	\$ 200.00	\$ 6,800.00	\$ 91.00	\$ 3,094.00	\$ 70.00	\$ 2,380.00
6	Pollution Control Plan	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
7	Removal of Manholes	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,475.00	\$ 1,475.00	\$ 6,500.00	\$ 6,500.00
8	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 19,500.00	\$ 19,500.00	\$ 5,000.00	\$ 5,000.00	\$ 21,300.00	\$ 21,300.00	\$ 12,000.00	\$ 12,000.00
9	Rock Excavation	CY	100	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 370.00	\$ 37,000.00	\$ 385.00	\$ 38,500.00	\$ 260.00	\$ 26,000.00
10	Boulder Excavation	CY	100	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 300.00	\$ 30,000.00	\$ 385.00	\$ 38,500.00	\$ 100.00	\$ 10,000.00
11	Trench Foundation	CY	100	\$ 100.00	\$ 10,000.00	\$ 40.00	\$ 4,000.00	\$ 150.00	\$ 15,000.00	\$ 145.00	\$ 14,500.00	\$ 75.00	\$ 7,500.00
12	8-inch Sanitary Sewer by CIPP	LF	8651	\$ 65.25	\$ 564,477.75	\$ 76.00	\$ 657,476.00	\$ 92.00	\$ 795,892.00	\$ 73.00	\$ 631,523.00	\$ 67.00	\$ 579,617.00
13	12-inch Sanitary Sewer by CIPP	LF	807	\$ 81.00	\$ 65,367.00	\$ 101.00	\$ 81,507.00	\$ 103.00	\$ 83,121.00	\$ 82.00	\$ 66,174.00	\$ 76.00	\$ 61,332.00
14	Service Line Lateral Video Inspection	EA	151	\$ 225.00	\$ 33,975.00	\$ 250.00	\$ 37,750.00	\$ 505.00	\$ 76,255.00	\$ 405.00	\$ 61,155.00	\$ 350.00	\$ 52,850.00
15	Mainline Video Inspection	LF	19500	\$ 5.00	\$ 97,500.00	\$ 5.25	\$ 102,375.00	\$ 8.00	\$ 156,000.00	\$ 3.00	\$ 58,500.00	\$ 10.00	\$ 195,000.00
16	Dye Testing and Connection Verification	EA	20	\$ 100.00	\$ 2,000.00	\$ 175.00	\$ 3,500.00	\$ 300.00	\$ 6,000.00	\$ 540.00	\$ 10,800.00	\$ 1,000.00	\$ 20,000.00
17	Private Lateral Cleanout	EA	151	\$ 1,200.00	\$ 181,200.00	\$ 750.00	\$ 113,250.00	\$ 1,400.00	\$ 211,400.00	\$ 500.00	\$ 75,500.00	\$ 1,100.00	\$ 166,100.00
18	Replace/Rehabilitate Existing Sewer Lateral	LF	10000	\$ 95.00	\$ 950,000.00	\$ 40.00	\$ 400,000.00	\$ 44.00	\$ 440,000.00	\$ 175.00	\$ 1,750,000.00	\$ 125.00	\$ 1,250,000.00
19	Reconstruct Service Lateral Connection by Open-cut Excavation with InsertaTee, 0-8 feet deep	EA	68	\$ 2,750.00	\$ 187,000.00	\$ 5,100.00	\$ 346,800.00	\$ 4,000.00	\$ 272,000.00	\$ 5,350.00	\$ 363,800.00	\$ 2,600.00	\$ 176,800.00
20	Reconstruct Service Lateral Connection by Open-cut Excavation with InsertaTee, 8-12 feet deep	EA	36	\$ 3,000.00	\$ 108,000.00	\$ 6,100.00	\$ 219,600.00	\$ 4,200.00	\$ 151,200.00	\$ 5,650.00	\$ 203,400.00	\$ 2,600.00	\$ 93,600.00
21	Reconstruct Service Lateral Connection by Open-cut Excavation with InsertaTee, >12 feet deep	EA	25	\$ 3,500.00	\$ 87,500.00	\$ 7,100.00	\$ 177,500.00	\$ 6,300.00	\$ 157,500.00	\$ 7,875.00	\$ 196,875.00	\$ 2,600.00	\$ 65,000.00
22	Lateral Spot Repair	EA	15	\$ 3,000.00	\$ 45,000.00	\$ 2,900.00	\$ 43,500.00	\$ 2,000.00	\$ 30,000.00	\$ 4,650.00	\$ 69,750.00	\$ 3,500.00	\$ 52,500.00
23	CLSM Backfill	CY	10	\$ 500.00	\$ 5,000.00	\$ 750.00	\$ 7,500.00	\$ 550.00	\$ 5,500.00	\$ 475.00	\$ 4,750.00	\$ 425.00	\$ 4,250.00
24	Sanitary Sewer Cleanouts, Lateral	EA	151	\$ 1,500.00	\$ 226,500.00	\$ 900.00	\$ 135,900.00	\$ 1,300.00	\$ 196,300.00	\$ 540.00	\$ 81,540.00	\$ 1,200.00	\$ 181,200.00
25	Open-Cut 8 Inch PVC pipe	LF	273	\$ 300.00	\$ 81,900.00	\$ 195.00	\$ 53,235.00	\$ 148.00	\$ 40,404.00	\$ 225.00	\$ 61,425.00	\$ 160.00	\$ 43,680.00
26	Pipe Tees, 8 Inch	EA	9	\$ 500.00	\$ 4,500.00	\$ 550.00	\$ 4,950.00	\$ 1,200.00	\$ 10,800.00	\$ 390.00	\$ 3,510.00	\$ 190.00	\$ 1,710.00
27	Concrete Manholes, 48-Inch	EA	3	\$ 9,000.00	\$ 27,000.00	\$ 9,500.00	\$ 28,500.00	\$ 7,000.00	\$ 21,000.00	\$ 10,900.00	\$ 32,700.00	\$ 13,000.00	\$ 39,000.00
28	Inside Drop Assembly w/hood	EA	3	\$ 2,300.00	\$ 6,900.00	\$ 1,700.00	\$ 5,100.00	\$ 1,500.00	\$ 4,500.00	\$ 1,375.00	\$ 4,125.00	\$ 1,000.00	\$ 3,000.00
29	Bypass pumping	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00	\$ 39,700.00	\$ 39,700.00	\$ 85,000.00	\$ 85,000.00

City of Oregon City
Linn Basin Sanitary Sewer I & I Rehab Project 1 (CI 23-001)
Bid Tabulation
Date: August 31, 2023

Apparent Low

Other Bidders

				Engineers Estimate		Landis & Landis		Canby Excavating		James W Fowler		Iron Horse	
Item	Description	Units	Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
30	Mainline Spot Repairs, 5-Feet long, Sta 1+25 to 1+30, 705 Summit St	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 7,700.00	\$ 7,700.00	\$ 9,000.00	\$ 9,000.00	\$ 5,950.00	\$ 5,950.00	\$ 5,000.00	\$ 5,000.00
31	Mainline Spot Repairs, 10-Feet long, Sta 2+80 to 2+90 Charman St	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 11,100.00	\$ 11,100.00	\$ 11,000.00	\$ 11,000.00	\$ 7,800.00	\$ 7,800.00	\$ 8,500.00	\$ 8,500.00
32	Mainline Spot Repairs, 10-Feet long, Sta 3+30 to 3+35, Charman St	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 12,100.00	\$ 12,100.00	\$ 11,000.00	\$ 11,000.00	\$ 7,700.00	\$ 7,700.00	\$ 8,500.00	\$ 8,500.00
33	Mainline Spot Repairs, 50-Feet long, Sta 3+94 to 4+44, Charman St	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 19,700.00	\$ 19,700.00	\$ 21,000.00	\$ 21,000.00	\$ 17,900.00	\$ 17,900.00	\$ 25,000.00	\$ 25,000.00
34	Mainline Spot Repairs, 28-Feet long, Sta 2+10 to 2+38, Rilance Ln	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 19,500.00	\$ 19,500.00	\$ 16,000.00	\$ 16,000.00	\$ 13,275.00	\$ 13,275.00	\$ 13,000.00	\$ 13,000.00
35	Connection to Existing Structure	EA	14	\$ 1,000.00	\$ 14,000.00	\$ 1,700.00	\$ 23,800.00	\$ 5,000.00	\$ 70,000.00	\$ 1,025.00	\$ 14,350.00	\$ 995.00	\$ 13,930.00
36	Rehabilitate Manhole with Injection Grout, First 5 feet	EA	51	\$ 2,100.00	\$ 107,100.00	\$ 2,500.00	\$ 127,500.00	\$ 3,000.00	\$ 153,000.00	\$ 3,000.00	\$ 153,000.00	\$ 4,800.00	\$ 244,800.00
37	Rehabilitate Manhole with Injection Grout, each additional foot	VF	200	\$ 125.00	\$ 25,000.00	\$ 130.00	\$ 26,000.00	\$ 500.00	\$ 100,000.00	\$ 415.00	\$ 83,000.00	\$ 800.00	\$ 160,000.00
38	Trench Resurfacing	SY	2000	\$ 70.00	\$ 140,000.00	\$ 88.00	\$ 176,000.00	\$ 105.00	\$ 210,000.00	\$ 72.00	\$ 144,000.00	\$ 42.00	\$ 84,000.00
39	Cold Plane Pavement Removal, 2 Inch Deep	SY	2000	\$ 10.00	\$ 20,000.00	\$ 14.00	\$ 28,000.00	\$ 15.00	\$ 30,000.00	\$ 6.65	\$ 13,300.00	\$ 24.00	\$ 48,000.00
40	Level 2, 3/4 inch ACP Mixture	TN	200	\$ 180.00	\$ 36,000.00	\$ 261.00	\$ 52,200.00	\$ 200.00	\$ 40,000.00	\$ 205.00	\$ 41,000.00	\$ 195.00	\$ 39,000.00
41	Concrete Curb	LF	200	\$ 50.00	\$ 10,000.00	\$ 51.00	\$ 10,200.00	\$ 98.00	\$ 19,600.00	\$ 92.00	\$ 18,400.00	\$ 150.00	\$ 30,000.00
42	Concrete Walks	SF	800	\$ 20.00	\$ 16,000.00	\$ 25.00	\$ 20,000.00	\$ 38.00	\$ 30,400.00	\$ 44.00	\$ 35,200.00	\$ 40.00	\$ 32,000.00
43	Concrete Driveways	SF	3000	\$ 25.00	\$ 75,000.00	\$ 30.00	\$ 90,000.00	\$ 45.00	\$ 135,000.00	\$ 46.50	\$ 139,500.00	\$ 70.00	\$ 210,000.00
44	Landscape Restoration Complete	Force Account	1	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00	\$ 151,000.00
					\$ 3,874,519.75	-1.0%	\$ 3,835,693.00	11.4%	\$ 4,314,472.00	41.4%	\$ 5,477,971.00	24.4%	\$ 4,818,749.00

SHT NO	DWG NO	SHEET TITLE
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1	G1	COVER SHEET
2	G2	GENERAL NOTES
3	G3	GENERAL NOTES
4	G4	MAP INDEX
5	C1	C1-404130
6	C1-A	C1-A
7	C2	C2-401310
8	C3	C3-403854
9	C4	C4-403853
10	C5	C5-403353-403356
11	C6	C6-400381
12	C7	C7-403485
13	C8	C8-401312
14	C9	C9-403505-403506
15	C10	C10-403507
16	C11	C11-400409-403498
17	C11-A	C11-A
18	C12	C12-400408
19	C13	C13-400407
20	C14	C14-403497-403496
21	C15	C15-403492-403490
22	C16	C16-403489
23	C17	C17-400610-403494
24	C18	C18-403720
25	C19	C19-401584
26	C20	C20-403503 & 403502
27	C21	C21-401591
28	C22	C22-402705 401554
29	C23	C23-401567
30	C23-A	C23-A
31	C24	C24-401945
32	C25	C25-401537
33	C26	C26-400285
34	C27	C27-400284
35	C28	C28-401570
36	C29	C29-401569
37	C30	C30-401541
38	C31	C31-40540
39	C32	C32-401539
40	C33	C33-401538
41	C34	RILANCE LANE PAVING P
42	C35	OREGON CITY DETAIL SH
43	C36	OREGON CITY DETAIL SH
44	C37	OREGON CITY DETAIL SH
45	C38	ODOT/CLACKAMAS COUN DETAIL SHEET 1
46	C39	ODOT/CLACKAMAS COUN DETAIL SHEET 2



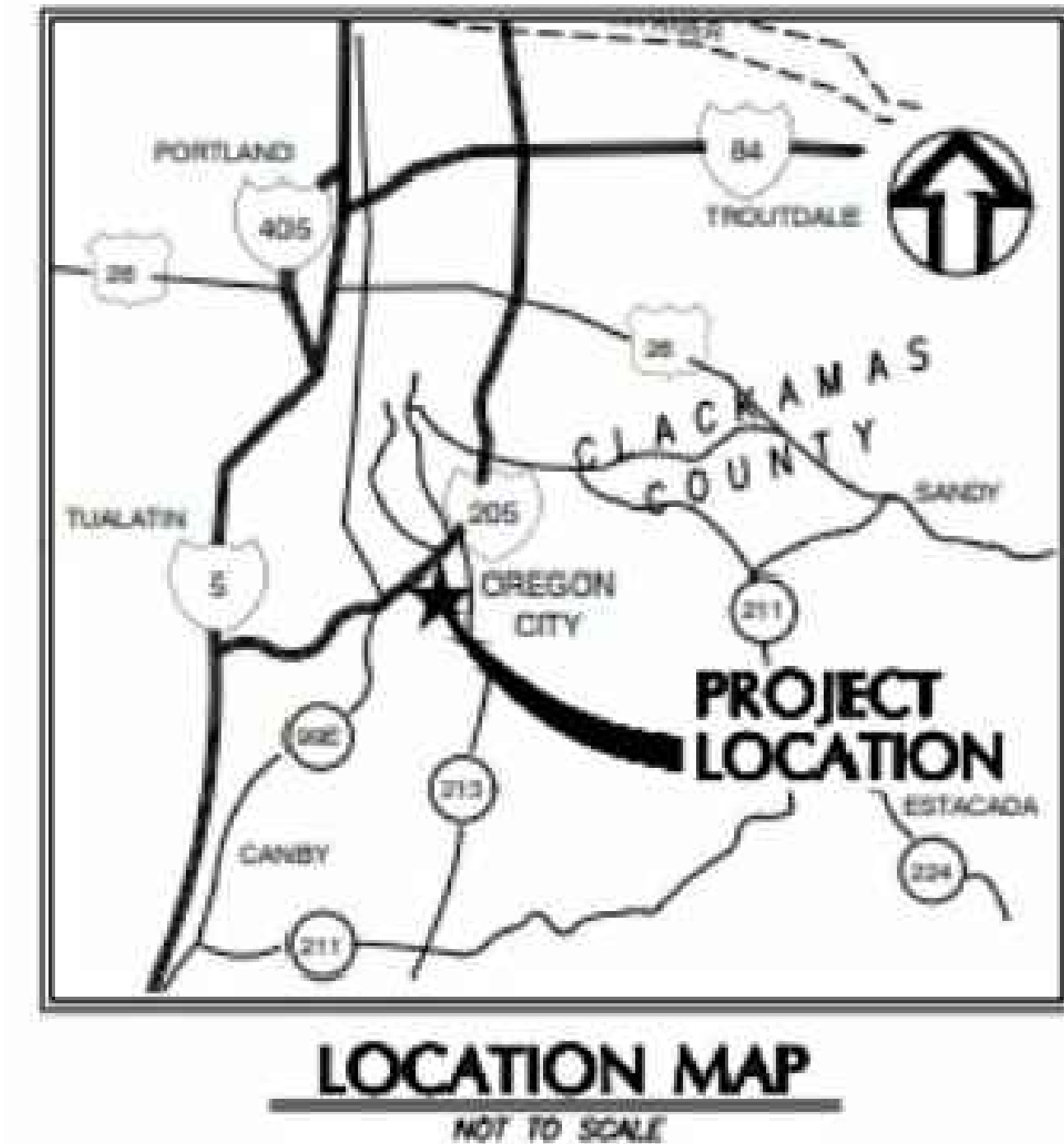
VICINITY MAP

This map published for the City of Oregon City, Oregon by Leeway Engineering Solutions on 11/29/2022. Disclaimer: This map product displays data from multiple sources and it is for informational purposes only. The accuracy of this drawing is not guaranteed for legal purposes. Locations of sewer pipelines and other utilities are to be verified by the user.

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0001 THROUGH 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987.



**Know what's below.
Call before you dig.**



BEAVER CREEK TELEPHONE
(503) 266-8223
ERIC KEHLER

COVER SHEET

[illegible]

CITY OF OREGON CITY
PUBLIC WORKS DEPARTMENT
APPROVAL FOR CONSTRUCTION
APPROVED AS SUBMITTED

SIGNATURE

AME: _____
 ATE: _____
 APPROVAL EXPIRES 6
 MONTHS AFTER DATE
 ABOVE

PRINTED: ----

OC RECORD DRAWING #:
RECORD#

DRAWING NUMBER:

G.1

503-828-7542
ZACH@LEEWAYENGINEERING SOLUTIONS.COM

DESIGNED BY: Z SWARTZENDRUBER
DRAWN BY: JDM
DESIGN CHECK: RKL
DRAWING CHECK: ZIS



CITY OF OREGON CITY
LINN BASIN SANITARY SEWER
I&I REHAB PROJECT 1

SHEET PLAN

[illegible]

CITY OF OREGON CITY
PUBLIC WORKS DEPARTMENT
APPROVAL FOR CONSTRUCTION
☐ APPROVED AS SUBMITTED

SIGNATURE _____
NAME: _____
DATE: _____
APPROVAL EXPIRES 6
MONTHS AFTER DATE
ABOVE

PRINTED: ----
OC RECORD DRAWING #:
RECORD#

DRAWING NUMBER:

G.4





CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Parks & Recreation Director Kendall Reid

Agenda Date: 09/20/2023

SUBJECT:

Older Americans Act Subrecipient Agreement 24-012

STAFF RECOMMENDATION:

Staff recommends the City Commission provide approval of subrecipient grant agreement 24-012 with Clackamas County.

EXECUTIVE SUMMARY:

Clackamas County requires City approval and signature for subrecipient grant agreement 24-012 approval.

BACKGROUND:

The Pioneer Community Center, on behalf of the City of Oregon City, has partnered with Clackamas County Social Services Division's Area Agency on Aging. The partnership aims to provide and get reimbursed for the delivery of specific services as outlined in the Subrecipient Grant Agreement 24-012. The project is a collaborative effort between the County and the subrecipient in providing nutrition services, outreach programs, assessment, information and assistance, case management, reassurance, transportation, and health promotion to senior citizens aged 60 and above in Clackamas County. This beneficial partnership and grant agreement has been in existence since 1979.

OPTIONS:

1. Approve subrecipient grant agreement 24-012 with Clackamas County.
2. Do not approve subrecipient grant agreement 24-012 with Clackamas County and provide staff direction.

BUDGET IMPACT:

Amount: The maximum reimbursement amount is \$219,131, which will positively impact the budget.

FY(s): 23-24, 24-25, 25-26, 26-27.

Funding Source(s): As per the agreement, the COUNTY has received grant funds from various sources for different services outlined in this agreement:

- \$121,150 from the Older Americans Act issued by ODHS, APD, and CSSU.
- \$40,950 for transportation from Elderly and Disabled Transportation funds issued by Ride Connection, Inc. and TriMet.
- \$15,000 from Federal Transportation Administration funds.
- \$18,700 from the Medical Assistance Program issued by ODHS, APD.
- \$20,831 for transportation from Statewide Transportation Funds and Statewide Transportation Improvement Funds issued by the Oregon Department of Transportation.
- \$2,500 for Low Income Home Energy Assistance application assistance from HEAT Oregon.

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 24-012	
Project Name: Older Americans Act Project Number: multiple	
This Agreement is between Clackamas County , Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, ("COUNTY"), and City of Oregon City ("SUBRECIPIENT"), acting by and through its Pioneer Community Center , a Municipal Corporation.	
Clackamas County Data	
Grant Accountant: Kara Taylor Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503)742-5430 KTaylor@clackamas.us	Program Manager: Tonia Hunt Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 THunt@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Matt Zook, Finance Director 625 Center Street Oregon City, OR 97045 503-496-1525 mzook@orccity.org UEI: R9QKAFGEQ293	Program Representative: Cecily Rose, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 crose@orccity.org

RECITALS

1. Clackamas County's fastest growing population segment is adults aged 60 years and older. The goal of Aging and Disability Services within Clackamas County Social Services is to provide services, supports, and information that allow older adults (and in some cases depending on program guidelines, younger persons with disabilities) to live independently in the community of their choosing.
2. SUBRECIPIENT has provided nutrition, transportation, wellness, recreation and information support to Oregon City's older adult community since 1979. SUBRECIPIENT was identified as the exclusive qualified provider for older adult services in the Oregon City area through a 2023 Request for Qualifications process.
3. This project is a cooperative effort by SUBRECIPIENT and COUNTY in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents aged 60 and older.

City of Oregon City – Pioneer Community Center
 Subrecipient Grant Agreement – 24-012 [Older Americans Act Services]
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NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2023** and expiring **June 30, 2027**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the requirements of the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA") that are the source of the grant funding and other required information in Exhibits A- I, which are attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Assistance Listing Number ("ALN") number as appropriate. The maximum, not to exceed, grant amount COUNTY will pay for one year is **\$219,131**. Payments will be made on a reimbursement basis in accordance with the rates set forth in Exhibit B, and the award is conditional upon compliance with the terms herein and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
 - 4.1. Grant Funds: COUNTY's funding of **\$121,150** in grant funds for this Agreement is the Older Americans Act (ALN: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services ("ODHS"), Adults and People with Disabilities ("APD"), Community Services & Solutions Unit ("CSSU").
 - 4.2. Grant Funds: COUNTY's funding of **\$40,950** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet;
 - 4.3. Grant Funds: COUNTY's funding of **\$15,000** in grant funds for this Agreement is from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; ALN: 20.513).
 - 4.4. Grant Funds: COUNTY's funding of **\$18,700** in grant funds for this Agreement is the Medical Assistance Program (ALN: 93.778) issued to COUNTY by ODHS, APD.
 - 4.5. Grant Funds: COUNTY's funding of **\$20,831** for transportation services outlined in this agreement are from Statewide Transportation Funds ("STF") for Elderly and Disabled and

City of Oregon City – Pioneer Community Center
 Subrecipient Grant Agreement – 24-012 [Older Americans Act Services]
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Statewide Transportation Improvement Funds ("STIF") for transportation services issued to COUNTY by Oregon Department of Transportation.

- 4.6. Other Funds: COUNTY's funding of **\$2,500** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term or with 30 days' notice from either party by:
- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
 - b. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or;
 - c. Mutual agreement by COUNTY and SUBRECIPIENT.
 - d. Written notice provided by COUNTY that ODHS has determined funds are no longer available for this purpose; or
 - e. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Federal and State Procurement Standards**
- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any

City of Oregon City – Pioneer Community Center
 Subrecipient Grant Agreement – 24-012 [Older Americans Act Services]
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other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women's business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

11. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

- b) **Indemnification.**

SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

SUBRECIPIENT agrees to indemnify, defend, and hold the State of Oregon and its officers, employees and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim SUBRECIPIENT used funds for an ineligible purpose.

Ride Connection/Tri-Met funds: To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors,

City of Oregon City – Pioneer Community Center
 Subrecipient Grant Agreement – 24-012 [Older Americans Act Services]
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officers, employees and agents, Tri Met, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

Non-Medical rides for Medicaid clients funds: SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT 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 State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

City of Oregon City – Pioneer Community Center

Subrecipient Grant Agreement – 24-012 [Older Americans Act Services]

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- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

12. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibits A-1 & A-2: SUBRECIPIENT Scope(s) of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions
- Exhibit F: SUBRECIPIENT Insurance Requirements
- Exhibit G: Final Financial Report
- Exhibit H-1 to H-5: 2 CFR 200.332(a) Required Information
- Exhibit I: Business Associate Agreement
- Exhibit J: Provider Application Recertification

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit I
- Exhibit E
- Exhibit C
- Exhibit F
- Exhibits A-1 & A-2
- Exhibit D
- Exhibit B
- Exhibits H-1 to H-5
- Exhibit J
- Exhibit G

(Signature Page Follows)

City of Oregon City – Pioneer Community Center
Subrecipient Grant Agreement – 24-012 [Older Americans Act Services]
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SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

City of Oregon City – Pioneer Community Center

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

EXHIBIT A-1
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Older Americans Act	AGREEMENT No. 24-012
SUBRECIPIENT: City of Oregon City – Pioneer Community Center	

1. PURPOSE OF THE SERVICES

The purpose of this Agreement is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents aged 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT will provide the following Work:

- a. **Case Management:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - (5) Double billing for Case Management Assessments and Home Delivered Meal Assessments is not allowed.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **Reassurance:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.

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- c. **Information & Assistance:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. **Public Outreach/Education:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- e. **Transportation:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA-funded rides are scheduled for persons who are aged 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection and COUNTY STIF-funded rides are scheduled for individuals aged 60 and older and for persons with disabilities age 18 and over for medical appointments, personal business, shopping, nutrition and recreation activities.
 - i. Pioneer Community Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Ensure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program.
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waived Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People ("TRP") program.
 - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:
 One-person, one-way ride: \$17.00 per ride
 - (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

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- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY and be available for State and Federal representatives for audit purposes.
- (5) Medical rides are not allowed under this funding.

iii. SUBRECIPIENT will be responsible for:

- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- f. **Food Service:** Is the production of meals for the congregate and home delivered meal recipients of SUBRECIPIENT. Each meal must contain at least one-third of the Recommended Dietary Allowance ("RDA") as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a home delivered meal ("HDM") "late-cancel."
- g. **Meal Site Management:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the local community to enhance visibility and encourage participation. One unit is one meal served.
- h. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must be demonstrated to be evidence-based and effective with older populations.
- j. **Low Income Energy Assistance Program ("LIEAP") Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low-income County residents in completing applications for LIEAP funds. A unit of service is one, correctly completed, accepted application submitted to COUNTY.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents aged 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator ("CSC") assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).

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- ii. SUBRECIPIENT CSC completes assessment on a COUNTY-approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes.
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents aged 60 and older who are registered clients and identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT CSC assesses clients and provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing. Elements:

- i. COUNTY will provide orientation on COUNTY's Information & Referral program to SUBRECIPIENT Information & Assistance staff.
- ii. COUNTY will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources. Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist and will schedule an on-site training with COUNTY I & A Coordinator for the new designee within 60 days of appointment.

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- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 3 bi-Monthly County "Networking" I&R meetings each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the COUNTY's Community Resources Guide, initiate notification to COUNTY's I&R program regarding any changes to SUBRECIPIENT programs and notify COUNTY's 's I&R program of any significant changes in local community resources.

Objective 2: To provide contracted units of service throughout the contract period for County residents aged 60 and older who need help identifying resources to meet their individual needs. Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2-day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for Oregon City area residents aged 60 and older. Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
 - (1) outline of presentation
 - (2) copies of flyers, brochures, etc. distributed
 - (3) names and number of people in group presented to

f. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents aged 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs. Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal background checks.
 - (3) Ensuring all drivers meet Ride Connection training requirements.
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports.
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

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g. Food Service

Objective 1: To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to COUNTY's contracted Registered Dietitian ("RD") by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
 - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - ii. The cycle for the cycle menu system must be at least nine weeks long.
 - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third recommended daily intake. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - iv. Menus should reflect the tastes and appetites of the current elderly population.
 - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. **Uncalculated Diabetic.** Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. **Moderate Sodium Restricted.** Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. **Low Cholesterol.** Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

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- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Subrecipient must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Subrecipient's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.
- iv. SUBRECIPIENT must ensure all staff and volunteers successfully pass a criminal background check.

h. Meal Site Management

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of meal site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low-income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities.
 - (2) Active and spectator participation.
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging ("AAA") Adult Center Liaison Committee.

Elements:

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- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

i. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low-income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs and activities of daily living.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

j. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.

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- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

k. Low Income Energy Assistance Program (LIEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT CSC assists home-bound clients with the completion and submission of a LIEAP annual application.
- ii. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

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EXHIBIT A-2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe rides to clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.
2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
 - b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent

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upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this Agreement
 - a. 2013 Ford Elkhart; VIN: 1FD4E4FS2DDA64191
 - b. 2014 Ford Goshen; VIN: 1FDEE4FL4EDA05701
 - c. 2017 Ford Starcraft: 1FDEE3FSXHDC30100
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these funds to SUBRECIPIENT within 21 days of receipt of payment from Ride Connection.
4. Any trips that are over 50 miles in total from the Senior Center location require pre-authorization from Ride Connection.

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EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: Older Americans Act	AGREEMENT No. 24-012
SUBRECIPIENT: City of Oregon City – Pioneer Community Center	

CITY of OREGON CITY - Pioneer Community Center
Fiscal Year 2023-24

<u>Funding Type</u>	<u>Funding Category</u>	<u>AL Number</u>	<u>Max. Total Award</u>	<u>Required Match*</u>	<u>Estimated Program Income</u>	<u>Services</u>	<u>No. of Units</u>	<u>Reimb. Rate</u>
Client Services	OAA IIIB	93.044	\$ 29,600	\$ 3,289	NA	Case Management	300	\$ 40.00
						Reassurance	400	\$ 20.00
						Info & Assistance	470	\$ 20.00
						Outreach	4	\$ 50.00
Nutrition Services	OAA C1 & C2	93.045	\$ 87,350	\$ 9,706	\$ 11,055	OAA Meal Site Management	33,500	\$ 2.50
	NSIP	93.053	\$ -	NA		Food Service**	NA	NA
						HDM Assessment	180	\$ 20.00
						Food Service**	NA	NA
Health Promotion	OAA IIID	93.043	\$ 4,200	NA	NA	Evidence-Based Health & Wellness Programs	84	\$ 50.00
Energy Assistance	LIEAP	NA	\$ 2,500	NA	NA	Completed LIEAP Applications	100	\$ 25.00
Transp. Services	TriMet GF	NA	\$ 40,950	NA	\$ 455	Rides within the TriMet Service Area	4,550	\$ 9.00
	STIF Formula – 3.1 CC Transportation Programs	NA	\$ 15,000	NA	\$ 100	Rides outside of TriMet Service Area	1,000	\$ 15.00
	Ride Connection: 5310 - Veh. Maintenance	20.513	\$ 15,000	\$ 3,750	NA	Vehicle Preventative Maintenance	NA	NA
	TriMet STF Funds T-19/Medicaid Match	NA	\$ 5,831	NA	NA	State Match for Non-Medical Rides for Medicaid Enrolled Clients	1,100	\$ 17.00
	T-19/Medicaid Waiver	NA	\$ 18,700	NA	NA	Non-Medical Rides for Medicaid Enrolled Clients		
Total Maximum Award			\$ 219,131	Federal Award Total:				\$ 136,150

* Source of OAA Match - Staff time

** Meals for this site are provided by TRIO Community Meals and paid for directly by Clackamas County Social Services (CCSS). Meals ineligible for OAA reimbursement will be charged to the Center by CCSS.

EXHIBIT C – LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

City of Oregon City

Representative Name

Representative Signature

Date (month/day/year)

EXHIBIT D REQUIRED REPORTING AND PAYMENT REQUEST

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit A-1 Section 3 and noted on monthly transportation reports submitted to COUNTY.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under aged 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM.
- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/GetCare information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed.
- d. Master Transportation Report form.
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.

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- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and any other related documentation to substantiate performance management data reports.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

EXHIBIT E General Administrative and Federal Terms & Conditions

1. Federal Funds

- a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.
- b) COUNTY has determined:
 - ☒ Entity is a subrecipient ☐ Entity is a contractor ☐ Not applicable
- c) Assistance Listing Number(s) of federal funds paid through this Agreement: 93.044; 93.045; 93.053; 93.043; 20.513, 93.778.

2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** SUBRECIPIENT is required to provide match in the amounts specified in Exhibit B: Budget.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.

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- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—Closeout. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier ("UEI"), located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

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- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- s) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for [Federal program name], that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- u) **HIPAA Compliance.** SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. SUBRECIPIENT shall further execute the Business Associate Agreement [or Qualified Service Organization Business Associate Agreement] attached hereto as Exhibit L and incorporated by this reference herein.

3. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws;

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and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

EXHIBIT F

SUBRECIPIENT INSURANCE REQUIREMENTS

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2) **Commercial General Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$4,000,000 per occurrence/ \$4,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 3) **Commercial Automobile Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

Automobile Liability Insurance covering SUBRECIPIENT's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$4,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided to COUNTY.

- 4) **Professional Liability.**

☐ Required by COUNTY ☒ NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY 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 COUNTY, its officers, elected officials 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 Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 5) **Abuse and Molestation Clause.**

☐ Required by COUNTY ☒ NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person

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for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

(a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
- (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
- (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

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Program Name: Older Americans Act	Agreement #: 24-012
Federal Award #: #	Date of Submission: XX/XX/XX
Subrecipient: City of Oregon City – Pioneer Community Center	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Total non-Federal Funds <u>authorized</u> on this agreement:	
Agreement-to-Date non-Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total non-Federal Funds <u>received</u> on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

EXHIBIT H - 1
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	City of Oregon City – Pioneer Community Center
SUBRECIPIENT Unique Entity Identifier:	R9QKAFGEQ293
Federal Award Identification Number (FAIN):	Unavailable
Federal award date:	Unavailable
Period of Performance (This Agreement):	7/1/2023 – 6/30/2027
Budget Period (This Agreement):	7/1/2023 – 6/30/2024
Total amount of all federal funds from this ALN obligated by this action:	\$29,600
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$154,850
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	[x]%
Pass-through entity identifying number:	NVWKAVB8JND6
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Tonia Hunt THunt@clackamas.us
Federal awarding agency:	Administration for Community Living
Federal award program name:	Older Americans Act
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	93.044 Title III, Part B
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

EXHIBIT H - 2
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	City of Oregon City – Pioneer Community Center
SUBRECIPIENT Unique Entity Identifier:	R9QKAFGEQ293
Federal Award Identification Number (FAIN):	Unavailable
Federal award date:	Unavailable
Period of Performance (This Agreement):	7/1/2023 – 6/30/2027
Budget Period (This Agreement):	7/1/2023 – 6/30/2024
Total amount of all federal funds from this ALN obligated by this action:	\$87,350
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$154,850
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	[x]%
Pass-through entity identifying number:	NVWKAVB8JND6
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Tonia Hunt THunt@clackamas.us
Federal awarding agency:	Administration for Community Living
Federal award program name:	Older Americans Act
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	93.045 Title III, Part C
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

EXHIBIT H - 3
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	City of Oregon City – Pioneer Community Center
SUBRECIPIENT Unique Entity Identifier:	R9QKAFGEQ293
Federal Award Identification Number (FAIN):	Unavailable
Federal award date:	Unavailable
Period of Performance (This Agreement):	7/1/2023 – 6/30/2027
Budget Period (This Agreement):	7/1/2023 – 6/30/2024
Total amount of all federal funds from this ALN obligated by this action:	\$4,200
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$154,850
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	[x]%
Pass-through entity identifying number:	NVWKAVB8JND6
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Tonia Hunt THunt@clackamas.us
Federal awarding agency:	Administration for Community Living
Federal award program name:	Older Americans Act
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	93.045 Title III, Part D
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

EXHIBIT H - 4
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	City of Oregon City – Pioneer Community Center
SUBRECIPIENT Unique Entity Identifier:	R9QKAFGEQ293
Federal Award Identification Number (FAIN):	Unavailable
Federal award date:	Unavailable
Period of Performance (This Agreement):	7/1/2023 – 6/30/2027
Budget Period (This Agreement):	7/1/2023 – 6/30/2024
Total amount of all federal funds from this ALN obligated by this action:	\$15,000
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$154,850
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	[x]%
Pass-through entity identifying number:	NVWKAVB8JND6
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Tonia Hunt THunt@clackamas.us
Federal awarding agency:	Federal Transit Administration
Federal award program name:	Enhanced Mobility of Seniors and Individuals with Disabilities
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	20.513 Section 5310 Program
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

EXHIBIT H - 5
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	City of Oregon City – Pioneer Community Center
SUBRECIPIENT Unique Entity Identifier:	R9QKAFGEQ293
Federal Award Identification Number (FAIN):	Unavailable
Federal award date:	Unavailable
Period of Performance (This Agreement):	7/1/2023 – 6/30/2027
Budget Period (This Agreement):	7/1/2023 – 6/30/2024
Total amount of all federal funds from this ALN obligated by this action:	\$18,700
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$154,850
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	[x]%
Pass-through entity identifying number:	NVWKAVB8JND6
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Tonia Hunt THunt@clackamas.us
Federal awarding agency:	Centers for Medicare and Medicaid Services, HHS
Federal award program name:	Medical Assistance Program
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	93.778 Non-Medical Medicaid Rides
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

EXHIBIT I: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of 7/1/2023 ("Effective Date") by and between Clackamas County, on behalf of its Department of Health, Housing and Human Services, Social Services Division ("Covered Entity") and City of Oregon City – Pioneer Community Center ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual,

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and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.

- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary’s determining the Covered Entity’s and the Business Associate’s compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

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- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any

manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3 Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

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The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Covered Entity

CLACKAMAS COUNTY

Business Associate

City of Oregon City

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

Exhibit J: Provider Application Recertification

OAA Focal Point Service Provider Application Recertification

The below requested information provides an update to material originally submitted in prior Request for Proposals for Older American Act Focal Point Service Providers.

Name of Service Provider: OC-Pioneer Community Center

Date Completed: May 18, 2023

Organizational Policies/Procedures:

1. How does your organization handle client and staff grievances? Please describe your policies and procedures for handling complaints, including how/if Clackamas County Social Services fits into the process.

How do you handle client complaints? The Pioneer Community Center has a complaint form that patrons are encouraged to complete if anything were to arise. All complaints are taken seriously and investigated thoroughly. The position overseeing the area of complaint would be brought into the conversation as well as the Center Manager. If resolution cannot be easily met, Parks and Rec Director would then be asked to be involved as well as additional City leadership as needed. If the complaint is associated with a Clackamas County Social Services contracted program they would be notified of the complaint if not immediately resolved at the Center level.

How do you handle staff complaints? Staff complaints are taken seriously and investigated thoroughly. The Center Manager would take in initial complaints and if an immediate resolution isn't able to be made the Center Manager would notify the Parks and Rec Director and then Human Resources as well as additional City leadership as needed. If the complaint is associated with a Clackamas County Social Services contracted program they would be notified of the complaint if not immediately resolved at the Center level.

2. How does your organization handle donations and ensure that they are being collected and used appropriately for acceptable program purposes? Please describe your policies and procedures for accepting and tracking donations, including any specialized software or tools used, communication with donors, and regular review and analysis of donation data to ensure compliance with program requirements.
- a. The Pioneer Community Center follows all money handling, including donations, procedures recommended by audit professionals and the finance dept of the City of Oregon City.

The Nutrition program has 2 donation locked boxes. The Social Services Programmer desk maintains the donation box in the kitchen area. The donation box is picked up by staff member and returned to staff for daily count and tracking. The Congregate donation box is at the sign in desk where the client can make a private donation. This box is collected by staff for daily count and tracking.

Smart Rec is used to document transactions and amounts.

NAPIS Enrollments/Service Records:

3. How does your organization ensure required NAPIS enrollments are collected and reported within the first month of service delivery for eligible participants? Please describe your process for determining eligibility and collecting required assessments, demographic information, and other required enrollment information.
 - The Social Services Coordinator & The Social Services Programmer provide the initial assessments and NAPIS enrollment information during initial intake. The intake includes the questions required for the NAPIS registration. For HDM a home visit is scheduled and provided for those individuals

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needing Home Delivered Meals. This visit provides a way to assess the clients and their needs. Progress reports are maintained to ensure 6th month and annual reassessments are performed for Home Delivered Meal Clients and Congregate participants.

- The Social Services Coordinator maintains GETCARE monthly reporting and handling of NAPIS registration forms along with client service units to be reported.
4. How does your organization document provide service units for Case Management, Reassurance, Information & Assistance and Nutrition programs? Describe your record keeping system for each service type among OAA eligible and non-OAA eligible individuals.
- Social Services Coordinator & Social Services Programmer maintain records of daily client communication received by phone, in person, or email. Documenting correct area of services by entering data daily on excel spreadsheets reports. Client Service units are entered in classification, such as Congregate, Home Delivered Meals, over 60 Under 60, Volunteer Registered and Non-Registered, Medicaid T19 +60 and -60.
 - Information and Assistance is documented, the date service is provided, and when follow-up is accomplished. Using Spreadsheet to document area of information provided, and the outcome of the resource.

Transportation:

5. How do you ensure adequate documentation for rides provided each month as a service provider for riders who are 60+ or experiencing a disability? Please describe your process and the steps you take to track and document rides, including any specialized software or tools used, paper records maintained, communication with riders, and regular review and analysis of ride data.
- The Transportation Coordinator does the initial intake of the client and the client needs, including ADA. NAPIS registration.
 - Rides are arranged and documented on a driver's manifest sheet for each day, documenting the time, mileage, address, destination, and type of ride client receives.
 - The manifest information is placed into an Excel spreadsheet, provided by Clackamas County for all the reporting per month.
 - The riders are contacted by the driver, usually on the morning of the scheduled ride to verify all the details of the ride, and if there are any changes.
 - Ride Connection sends out a survey which is given out to our riders to fill out and return to our Center.
 - Clients are also documented into the Get Care ADRC Oregon system.
 - If a client qualifies for Medicaid transportation, a caseworker sends a Medicaid waiver document stating the amount and type of rides the client may receive.
6. How do you ensure that drivers report mileage, time, rider issues, vehicle maintenance needs, and other issues that may arise while delivering rides to riders who are 60+ or experiencing a disability? Please describe your process for tracking and documenting this information, including any specialized software or tools used, communication with drivers, and the steps taken to address any reported issues.
- Drivers of the Pioneer Community Center are trained through the ride connection training process and are familiar with the contracted transportation services the Center provides and the documentation, reporting, donation and complaint processes.
- Each driver is responsible for filling out a daily pre-trip and post-trip vehicle document, rider manifest, and is responsible for letting the transportation coordinator know of any problems or concerns. The coordinator will then schedule maintenance for the vehicle or follow up with any rider if necessary.
 - The drivers can call the coordinator at any time to discuss any problems or concerns during the day.
 - All rider issues are discussed with the coordinator, in confidentiality, and documented. The coordinator will provide a follow up call to the rider, after speaking with the driver about any concerns.

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- Ride Connection also has a complaint and compliment form for use.

Outreach:

7. How does your organization provide information about its services to the community? Please describe your outreach efforts to the targeted population of frail, low-income, minority, and rural residents aged 60 and older.
 - Pioneer Center staff works with community partners, associations, churches, and medical providers to connect the targeted population of seniors needing socialization, recreation, and support through our social services programs. Pioneer Center participates in community events where information is provided at a table setting, speaking events, newsletters, website, social media. The Pioneer Center utilizes and maintains memberships in civic and community groups for outreach and networking opportunities. The Center Manager and Rec Program Coordinator positions market programs and services of the Pioneer Community Center.
8. How does your organization prioritize services for the target population of frail, low-income, minority, and rural residents aged 60 and older? Please describe your procedure for prioritizing services.
 - Social Services Coordinator and Social Services Programmer, provide case management and assessment to determine clients individual need and provides the risk assessment to help in prioritizing the individuals need.

Organization Operations:

9. What are your hours of operation and official closures? Please provide details about your organization's operating hours and any scheduled closures. The Pioneer Adult Community Center is Open Monday-Friday from 9am to 4pm. The Center is closed on Federal Holidays with advance notice to all patrons and established pre-delivered/pick up meals being offered for the most vulnerable clients we serve. In addition, the Center closes for 1 week in March of every year for planned maintenance. During this closure all patrons have advance notice, are given other resources and are delivered/offered food in advance if needed.
10. What are the geographic boundaries of your organization's service area? Please describe the specific areas your organization serves.

The transportation program covers a limited boundary as set up and approved in a former Clackamas County transportation consortium meeting. These boundaries include the entire city limit of Oregon city and West Linn as well as some additional rural areas of the associated zip codes.

The home delivered meal program covers the entire zip codes of West Linn and most of Oregon City. For any client in rural Oregon City where safe food delivery within the County standards of food safety for time frames cannot be met, a pickup option by a family member, caregiver, or other assigned person by the client is able to be accommodated.
11. Community-based, nonprofit organizations only: Provide a current list of Board officers and members and the frequency of Board meetings.



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 17, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:02 PM.

PRESENT: 5 - Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Adam Marl, Commissioner Frank O'Donnell, Mayor Denyse McGriff

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, Public Works Director John Lewis, Parks and Recreation Director Kendall Reid, Finance Director Matt Zook, Human Resources Director Patrick Foiles, IT Director Mike Dobaj, Community Development Director Aquilla Hurd-Ravich, Senior Planner Christina Robertson-Gardiner, Communications Manager Jarrod Lyman, Police Captain David Edwins

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Proclamation Declaring May 21-27, 2023, as National Public Works Week

Mayor McGriff declared May 21-27, 2023 as National Public Works Week.

3b. Jewish American Heritage Month Proclamation

Mayor McGriff declared May 2023 as Jewish American Heritage Month.

3c. Ruth McBride Powers Preservation Award and Presentation

Christina Robertson-Gardiner, Senior Planner, announced Ruth McBride Powers Award recipients Linette Dobbins and her family for rehabilitation of the I.O.O.F building, home of "The Hive Social," on 7th Street. She showed before and after pictures of the project.

Mayor McGriff presented the award to Ms. Dobbins and her family. Ms. Dobbins explained the improvements that had been made.

4. CITIZEN COMMENTS

James Nicita, resident of Oregon City, discussed the Urban Renewal Plan that had been approved, but the framework for decision making was not included in the plan, which included the citizens' right to vote before issuing bonded indebtedness. He thought they needed to amend the plan to include the framework.

William Gifford, resident of Oregon City, thanked Mayor McGriff and Commissioners Marl and Mitchell for their letters to the editor and arguments in favor in the voter's pamphlet.

Ciara Scott, resident of Oregon City, discussed concerns about a homeless shelter being put on Main Street.

Mayor McGriff noted this was not a city project and explained where she could get more information.

Chris Scott, resident of Oregon City, also expressed concerns about the homeless shelter, especially safety and overwhelming the police and fire departments.

Commissioner O'Donnell agreed with these concerns and thanked them for standing up. It was a regional problem that needed a regional solution.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion made by Commissioner Smith, Seconded by Commissioner Mitchell, to adopt the consent agenda. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Mayor McGriff

- 7a. Public Improvement Contract with Blackline, Inc. for the 2023 Preventive Pavement Maintenance Type II Slurry Seal (CI 23-004)
- 7b. Personal Services Agreement with Bradley Warner, LLC for the Right-of-Way Attorney Services (PS 23-009)
- 7c. Public Improvement Contract with Aaken Corporation for the Beaver Creek Road ARTS Project (CI 21-006)
- 7d. Amendment No. 1 to the Personal Services Agreement with Wallis Engineering for the Main Street Waterline Improvements 10th-15th (CI 21-007)
- 7e. Minutes of the September 7, 2022 City Commission Meeting
- 7f. Minutes of the January 10, 2023 City Commission Work Session
- 7g. Minutes of the January 18, 2023 City Commission Meeting

8. PUBLIC HEARINGS

- 8a. Adoption of the Design Guidelines for New Construction- Middle Housing by Resolution

Ms. Robertson-Gardiner gave a background on the 2006 design guidelines, purpose of the new middle housing addendum, and Historic Review Board approval.

Mayor McGriff suggested Queen Ann "Vernacular" styles would be allowed in McLoughlin for townhomes, not Queen Ann styles.

There was discussion regarding cottage clusters not fitting in McLoughlin or meeting the design standards, how middle housing was required in historic districts, enforcement of the guidelines and safe harbors, discretion of the HRB, and public involvement in the process.

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to adopt the design guidelines for new construction- middle housing by resolution as amended to include the word "Vernacular." The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner Marl, Mayor McGriff

Nay: Commissioner O'Donnell

8b. First Reading of Ordinance No. 23-1007, Designating the Ermatinger House as a Park Under Oregon City Charter Chapter X

Tony Konkol, City Manager, said the ordinance identified the lot block and tax map of the property as well as the area that would be designated as a charter park.

There was discussion regarding what was included in the designated area.

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Smith, Seconded by Commissioner Marl, to approve the first reading of Ordinance No. 23-1007, designating the Ermatinger House as a park under Oregon City Charter Chapter X. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Mayor McGriff

8c. First Reading of Ordinance No. 23-1006, Designating Dement Park as a Park Under Oregon City Charter Chapter X

Mr. Konkol discussed the background of the park and the area that would be designated as a charter park.

There was concern about giving charter park protection to such a small park and questions about the use of the park. Mr. Konkol read from Chapter X about the protections that would be given to the park.

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Smith, Seconded by Mayor McGriff, to approve the first reading of Ordinance No. 23-1006, designating Dement Park as a park under Oregon City Charter Chapter X. The motion failed by the following vote:

Yea: Commissioner Smith and Mayor McGriff

Nay: Commissioner Mitchell, Commissioner Marl, and Commissioner O'Donnell

9. GENERAL BUSINESS

- 9a. Second Reading of Ordinance No. 23-1002 Establishing Misuse of a Public Restroom as an Offense Against Public Peace and Decency

Mr. Konkol said the scrivener's error identified at the last meeting had been corrected.

Motion made by Commissioner Marl, Seconded by Commissioner Mitchell, to approve the second reading and final adoption of Ordinance No. 23-1002 establishing misuse of a public restroom as an offense against public peace and decency. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Marl, Commissioner O'Donnell, Mayor McGriff

Nay: Commissioner Smith

- 9b. Approval of the 2023-2025 City Commission Goals

Mr. Konkol gave a background on the goals and asked for approval. The commission pointed out typos in the document.

Motion made by Commissioner Smith, Seconded by Mayor McGriff, to approve the 2023-2025 City Commission Goals as amended. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Mayor McGriff

10. COMMUNICATIONS

11. City Manager

Mr. Konkol said the city of Tualatin was preparing a grant application to the US Department of Transportation's Charging and Fueling Infrastructure Grant program to install charging stations in key public facilities and affordable housing locations. Other cities in the region were invited to join as partners in the grant proposal. He asked if there was any interest to join.

Motion made by Commissioner Mitchell, Seconded by Commissioner O'Donnell, to authorize the City Manager to move forward with being a partner in the grant funding. The motion carried by the following vote:

Yea: Commissioner Mitchell, Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Mayor McGriff

12. Commissioners

Commissioner Mitchell discussed concerns with a neighborhood association meeting postcard which included a campaign website link that led to other links for this individual. The A-frame signs for the neighborhood association also included his name and campaign slogan. The commission might need to set guidelines for what was appropriate on neighborhood association cards.

The commission asked staff to find out if the card went through the approval process for sending out mail from the city. They also agreed there needed to be a discussion on the cost effectiveness of the mailings.

13. Mayor

Mayor McGriff reported on a letter being sent to the governor regarding the I-205 tolling. There had been substantial testimony against House Bill 3414. She took a green roof tour of Clackamas Water Environment Services (WES).

13a. Mayoral Appointment of Raymond Rendleman to the Transportation Advisory Committee

Mayor McGriff appointed Raymond Rendleman to the Transportation Advisory Committee.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:54 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 07, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:04 PM.

PRESENT: 5 – Commissioner Rocky Smith, Commissioner Adam Marl, Commissioner Frank O'Donnell, Commissioner Mike Mitchell, Mayor Denyse McGriff

STAFFERS: 12 - City Manager Tony Konkol, City Recorder Jakob Wiley, Economic Development Manager James Graham, Finance Director Matt Zook, Human Resources Director Patrick Foiles, Senior Planner Christina Robertson-Gardiner, Assistant Public Works Director Vance Walker, Deputy Finance Director Erin Wilke, Communications Manager Jarrod Lyman, IT Director Mike Dobaj, Police Captain Shaun Davis, Community Development Director Aquilla Hurd-Ravich

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

Mayor McGriff expressed condolences to the Confederated Tribes of the Grand Ronde for the passing of Catherine Harrison.

3a. Oath of Office for Oregon City Police Officers

Shaun Davis, Police Captain, introduced the officers.

Mayor McGriff administered the oath of office to Sergeant Lemons, Officer Bergland, Officer Davis, Officer Griffin, Officer Hoover, Officer Kelly-Musich, Officer Oden, and Officer Main

The commission adjourned from 7:18 PM – 7:57 PM for an Executive Session.

3b. 2023 Juneteenth Proclamation

Mayor McGriff read the proclamation declaring June 19, 2023 as Juneteenth Day.

4. CITIZEN COMMENTS

David Goldberg, resident of Oregon City, discussed the good budget process and future funding needs for the library.

5. PRESENTATIONS

5a. Oregon City Travel Behavior and Perception Survey (how people get downtown) - Summary of Findings

Christina Robertson-Gardiner, Senior Planner, introduced the item and consultants William Reynolds and

Rick Williams.

Mr. Williams gave a background on the survey and discussed its role to identify the strengths and weaknesses of Oregon City's transportation systems. He gave an overview of rounds 1 and 2 of the survey, incentives, and distribution.

Mr. Reynolds discussed the survey findings including how the commute patterns were similar pre and post pandemic, there was a consistent mode split between years, walking in downtown was a key feature and attraction, there was a desire for long term parking and improved payment options, and there were no significant changes in the perceptions of transit/bike facilities.

Mr. Williams said the next steps would be to conduct a follow-up Travel and Behavior Perception Survey after the courthouse relocated out of downtown.

6. ADOPTION OF THE AGENDA

Motion made by Commissioner Smith, Seconded by Commissioner Marl, to add the Park Place Concept Plan litigation to the agenda. The motion carried by the following vote:

Yea: Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, Mayor McGriff

The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Smith, Seconded by Commissioner Mitchell, to adopt the consent agenda. The motion carried by the following vote:

Yea: Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, Mayor McGriff

- 7a. Park Place Park Property Acquisition Proposal
- 7b. Public Works Street Division Replacement Vehicle #460 Freightliner Thermo-Lay Pothole Patch Truck
- 7c. 624 7th Street Parking Lot Use Agreement
- 7d. Intergovernmental Agreement with Clackamas County for the Clackamas County Regional Advanced Transportation Controller (ATC) and Signal Optimization Project
- 7e. Resolution No. 23-14, Establishing Eligibility to Receive State Revenues
- 7f. Minutes of the April 11, 2023 City Commission Work Session
- 7g. Minutes of the March 15, 2023 City Commission Work Session Minutes
- 7h. Minutes of the March 7, 2023 City Commission Work Session
- 7i. Minutes of the September 28, 2015 City Commission Special Meeting
- 7j. Minutes of the January 7, 2015 City Commission Meeting

8. PUBLIC HEARINGS

8a. Appealing the Icon Construction v. Oregon City Litigation

Bill Kabeiseman, City Attorney, said LUBA made their decision on the Park Place Concept Plan appeal and remanded it to the city on a variety of issues. He explained the issues that were listed in the decision.

Jesse Buss, resident of Oregon City and representative of the Park Place Neighborhood Association, said the neighborhood association was not inclined to proceed with an appeal on their own. He urged the commission to appeal to the Court of Appeals on behalf of the city.

Linda Van Haverbeke, resident of Oregon City and member of the Park Place Neighborhood Association, urged the commission to appeal the LUBA decision. The neighborhood had done all they could do with their limited resources, and they would have to live with whatever decisions were made.

Jackie Hammond-Williams, resident of Oregon City and member of the Park Place Neighborhood Association, requested the commission appeal the LUBA decision. The Park Place Concept Plan needed to be followed. This was the biggest housing development in the history of the city, and the Concept Plan was essential, especially for the north/south connector.

The commission discussed whether or not to appeal and concerns with LUBA's decision.

Motion made by Commissioner Marl, Seconded by Commissioner Mitchell, to appeal the LUBA decision to the Court of Appeals. The motion carried by the following vote:

Yea: Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, Mayor McGriff

8b. Resolution No. 23-15, Declaring Oregon City's Election to Receive State Revenues

Mayor McGriff opened the public hearing.

Matt Zook, Finance Director, said this was an opportunity for the public to give input on the uses of State shared revenues the city would receive. Staff recommended using the funds for General Fund purposes.

There was no public comment.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Mitchell, Seconded by Commissioner Marl, to approve Resolution No. 23-15, declaring Oregon City's election to receive state revenues. The motion carried by the following vote:

Yea: Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, Mayor McGriff

8c. Resolution No. 23-12, Adopting the Budget, Making Appropriations, Imposing Taxes and Categorizing Taxes for the 2023-2025 Biennium

Mayor McGriff opened the public hearing.

Mr. Zook said there were some errors in the budget approved by the Budget Committee that had been corrected. He explained the adjustments that were made.

Bob LaSalle, resident of Oregon City and Chair of the Citizen Involvement Committee (CIC), expressed

the CIC's concern about having only one way to communicate with citizens, through postcards. He discussed how he was promoting other options and asked for an increase in the budget.

Mayor McGriff said the neighborhoods were not spending all the money in the budget currently and she did not see a need for an increase.

Tony Konkol, City Manager, explained that any carryover was reallocated back to the General Fund and redistributed for the new biennium. There was one line item for the CIC for neighborhoods to use, not separate line items for each neighborhood association. In years past, neighborhoods had not spent all the money allocated.

Commissioner Mitchell suggested increasing the allocation from \$60,000 to \$72,000. Commissioner Smith supported the suggestion.

Commissioner Marl encouraged the neighborhoods to look at other modes of communication.

Commissioner O'Donnell did not think an increase was necessary at this time and that more funds could be allocated later if needed.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Mitchell, Seconded by Mayor McGriff, to approve Resolution No. 23-12, adopting the budget, making appropriations, imposing taxes and categorizing taxes for the 2023-2025 Biennium as amended. The motion carried by the following vote:

Yea: Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, Mayor McGriff

9. GENERAL BUSINESS

10. COMMUNICATIONS

11. City Manager

None.

12. Commissioners

Commissioner Marl reported on the C4 Retreat.

Commissioner O'Donnell thought the recent budget process was a success.

Commissioner Smith commented that Jack Hammond of Clackamas Heritage Partners had recently passed away. School was almost out, and he announced June was PRIDE month.

13. Mayor

Mayor McGriff discussed Clackamas County eliminating the DEI budget.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:40 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** 09/20/2023
From: Parks and Recreation Director - Kendall Reid

SUBJECT:

Oregon City Youth Sports & Oregon City Soccer Memorandums of Understanding

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Memorandums of Understanding with the Oregon City Youth Sports and Oregon City Soccer.

BACKGROUND:

At the City Commission Work Session held on February 7, 2023, the City Commissioners discussed the implementation of a new fee of \$3 per hour for the use of each field. In response, the staff was directed to revise the Memorandums of Understanding (MOUs) with the new fee for approval and implementation. On August 10th, the City Manager and the Parks staff held a meeting with representatives from OCYS and Oregon City Soccer Club. The purpose of the meeting was to discuss various topics related to their agreement, such as field usage fee, monthly billing, field reservation/cancellation process, season logistics, and further details of the Memorandums of Understanding. The meeting provided an opportunity for both parties to address any concerns and issues related to their agreement.

The staff worked closely with OCYS and Oregon City Soccer Club to ensure that the agreements were fair and provided a clear understanding of the relationship between the two parties. The Parks Department has agreed to maintain a clean and safe environment to ensure the sports fields remain enjoyable and safe for everyone who uses them. In return, OCYS and Oregon City Soccer Club will help to reduce complaints about cleaning, shelter access, parking issues, dust, and noise.

All revenue generated from these agreements will be dedicated to maintenance and capital projects. It is important to note that while the Parks Department has never charged OCYS or Oregon City Soccer Club for field usage, it has charged \$10 per hour per field for ball field rentals to adults, organizations, or youth sports outside Oregon City.

Location	Resident	Non-Resident	Additional fees
Oregon City	\$ 10.00	\$ 15.00	
West Linn	\$ 10.00	\$ 15.00	Field prep \$50/hr Permit \$15/hr
Wilsonville	\$ 10.00	\$ 20.00	Processing fee \$45 Lights \$10/hr Deposits \$500 (refundable) 2 hr min
North Clackamas	\$ 12.50	\$ 20.00	Lights \$15/hr Field prep \$15 Fencing \$100 Pitching mound \$25 Cancellation \$500
Lake Oswego	\$ 13.00	\$ 30.00	Cleaning/disposal \$200 Light turn-off \$50 Field lining \$75 10% of income from admission events
Tualatin Hills	\$ 24.75	\$ 44.00	Up to \$67/hr non-resident Impact fee \$50-\$170 After-hour staffing \$40/hr Nonrefundable deposit \$200
Willamalane	\$ 30.00	\$ 35.00	Lights, bleachers, and fencing fees established at time of rental
Albany	\$ 50.00	\$ 50.00	Lights \$35 Pitching mound \$30 Damage deposit \$150 90-minute time slot

OPTIONS:

1. Approve the MOUs with Oregon City Youth Sports and Oregon City Soccer.
2. Approve the MOUs with Oregon City Youth Sports and Oregon City Soccer with modifications.



Parks Division

500 Hilda Street | Oregon City OR 97045
Ph (971) 204-4602 | Fax (503) 656-7488

OREGON CITY SOCCER CLUB USE AGREEMENT

“The OREGON CITY SOCCER CLUB RENTAL USE AGREEMENT has been entered into on the date on which the last signature appears, by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon (“City”), and the Oregon City Soccer Club (“OCSC”), a non-profit organization, organized and existing under the laws of the State of Oregon.

This OREGON CITY SOCCER CLUB USE AGREEMENT is effective AUGUST 1, 2023, concluding on MAY 31, 2024. A new agreement must be entered into by July 1, 2024, for OCSC to continue utilizing the Oregon City Parks and Recreation soccer fields at Chapin, Hillendale, Wesley Lynn and Tyrone S. Memorial Park.

WITNESSETH:

WHEREAS, City has Park and court facilities which OCSC desires to utilize for its members and club for practices and games.

WHEREAS, the parties are in agreement that the City Park and soccer fields should be utilized by the members of OCSC desires to utilize for its members and associated coaches and club personnel for daily practices and games as shown in the maps of Chapin Park, Hillendale Park, under the terms and conditions contained herein;

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

1. **2023 Team Soccer Photos:**

- a. Rivercrest General Shelter:
 - i. September 12-14, 2023

2. **2023 Fall Soccer:** From August 21 through October 27, 2023

- a. Chapin Park: Field 2 (See Appendix A)
 - i. August 21 through October 28, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.

- b. Hillendale Park: Field 2 (see appendix B)
 - i. August 21 through October 27, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 2:00 P.M.
 - c. Rivercrest Park: T-ball/grassy area to be used for Skills Training (see Appendix C)
 - i. September 5 through October 4, 2023
Practice Monday thru Friday 5:30 P.M. to 6:30 P.M.
 - d. Tyrone S. Woods Memorial Park: Grassy area to be used for Kinder Teams (see Appendix D)
 - i. August 21 through October 27, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.
 - e. Wesley Lynn Park: Field 1 and Field 3 (see Appendix E)
 - i. August 21 through October 27, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.
3. **2024 Spring Soccer**: From March 25 through May 17, 2024
- a. Tyrone S. Woods Memorial Park: Grassy area to be used for Kinder Teams (See Appendix D)
 - i. March 25 through May 17, 2024
 - 1. Practice Monday thru Wednesday 5:00 P.M. to 8:00 P.M.
 - 2. Games Thursday and Friday 5:00 P.M. to 8:00 P.M.
4. Any changes, new requests, or scheduling of tournaments must be submitted in writing for review and approval. Form must be complete and with accurate type of use (practice, game or tournament) for each day. End time is when OCSC should be done with designated field(s) or park facility use.
5. Use of the City Park and facilities specified above other than the agreed upon dates and times shall require written agreement from the City authorizing such additional use.
6. OCSC shall have access to designated Park soccer fields and goals to utilize for practice and games. OCSC will take necessary measures to assure that Park access to remain open to the public and that OCSC will not conduct practices or games outside of the parameters listed in the agreement.
- Goal Locations:**
- a. Chapin Park – (6 goals, placed on paved area next to chain link storage, locked with combo lock #3133)
 - b. Hillendale Park - (2 goals by path on lower end near stream)
 - c. Wesley Lynn Park - (4 goals by parking lot and 2 in the path by the soccer field)
7. City retains the right at its sole discretion without recourse by the OCSC to terminate or otherwise limit OCSC use of all or any part of the facility for public health or safety, or any other reason.

8. Only OCSC and authorized members may use the Park soccer fields during the rental period listed above. OCSC will take necessary measures to assure that undesignated OCSC members do not use the Parks soccer fields outside of preapproved scheduled times.
9. Any games or practices OCSC desires to host, which are not covered by this agreement, shall be requested of the City at least 90 days prior to desired date and must be scheduled so as not to interfere with the other park activities, shelter reservations, or other Park rentals during regular operating hours. The dates and times of any additional uses are dependent upon the availability of the facility and the City's ability to arrange for necessary preparation and maintenance of the facility.
10. The City and OCSC agrees to the following fees, payment, and rain out process:
 - a. It is the responsibility and expectation that the sports organization or club to keep track and report all rainouts or cancellations to the Parks Department office at parksinfo@orcinfo.org. Rainout or cancellation dates will be deducted from the balance due for the rentals at the end of the season.
 - b. The Parks Department will prepare an invoice, billed at a **rate of \$3.00 per field per hour**. Payment should be paid in full two weeks following invoicing.
11. The OCSC agrees to the following:
 - a. Abiding by the schedule listed in this agreement. Deviation outside of these terms could lead to agreement cancellation and lost privileges for the Parks soccer fields.
 - b. All approval is to be routed through the Parks Department and submitted through the field request form.
 - c. At no time is OCSC allowed to switch out locks, combinations should be provided to the parks department and store goals in preapproved storage spaces.
 - d. Secure and lock all facilities after use.
 - e. OCSC agrees to the following maintenance and maintenance schedule. Chalking of the fields for practices and games is the responsibility of OCSC.
 - f. OCSC agrees to not drive in the Park with vehicles, trailers, or other equipment.
 - g. Any damage incurred to Park property or fields will immediately be reported to the Parks Department. Any repairs or work to be completed on the fields or surrounding area should be discussed and coordinated through the Parks Department.
 - h. Installation of signage or fencing must be approved by the Parks Department prior to installation.
 - i. OCSC agrees to assume all liability for any injury to club participants or persons accompanying them while on City premises unless such injury is caused by the City.
12. The City agrees to the following:
 - a. Abiding by the schedule listed in this agreement.
 - b. Respond to all emails and schedule request within 48 hours or 2 business days. All requests are to be routed through the Parks Department and in writing for manager's review to parksinfo@orcinfo.org. Confirmation of field requests outside of this agreement may take 5-7 business days, as coordination of field requests are reviewed and processed in an equitable and fair manner to serve the entire community.
 - c. City agrees the following maintenance and maintenance schedule. The Parks Department will work to prepare fields prior to the beginning of the season which will include spraying the fields and high-level maintenance. OCSC agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to prepare for games.

13. INDEMNIFICATION/HOLD HARMLESS: To the fullest extent permitted by law, City shall not be responsible for any claims, damages, losses or expenses to lessee's property or money and such losses shall not be covered by the City's liability or property insurance. In accordance with the insurance requirements set forth in this contract, the lessee OCSC shall indemnify and hold harmless the City, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from loss or damage to money or property. This indemnification is limited to the extent caused or alleged to be caused by the negligent acts or omissions of the lessee OCSC anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
14. OCSC agrees to enforce all Park rules, in particular all persons shall abide by the rules. Failure to abide by any rule shall be sufficient cause to prohibit further use of the park soccer fields.
15. OCSC further agrees that City property will be used in accordance with the park rules and regulations applicable to the facility being used.
16. OCSC agrees to carry a liability insurance policy for not less than \$2,000,000 for injury to one person, not less than \$2,000,000 for injuries to all persons arising out of a single accident or occurrence, and not less than \$2,000,000 for damages to property, or a combined single limit of not less than \$2,000,000. A copy of this policy shall be provided to City prior to OCSC use of the City Park's soccer fields and shall name City as an additional insured.
17. If the Park facility or property of City located thereon is damaged or destroyed by reason of the negligence or acts of OCSC members and persons using the facilities or courts during the times that said facilities are subject to the use of OCSC, reimbursement for replacement or repair thereof shall be made by OCSC to City; provided, however, that nothing herein contained shall be construed to obligate OCSC to make repairs for damage which is due to ordinary wear and tear. OCSC personnel must immediately notify facility staff of any damage to City property which has occurred during the times OCSC has use of the park soccer fields.

The following have been duly authorized to signify agreement to the terms of the above agreement on behalf of their respective governmental entities:

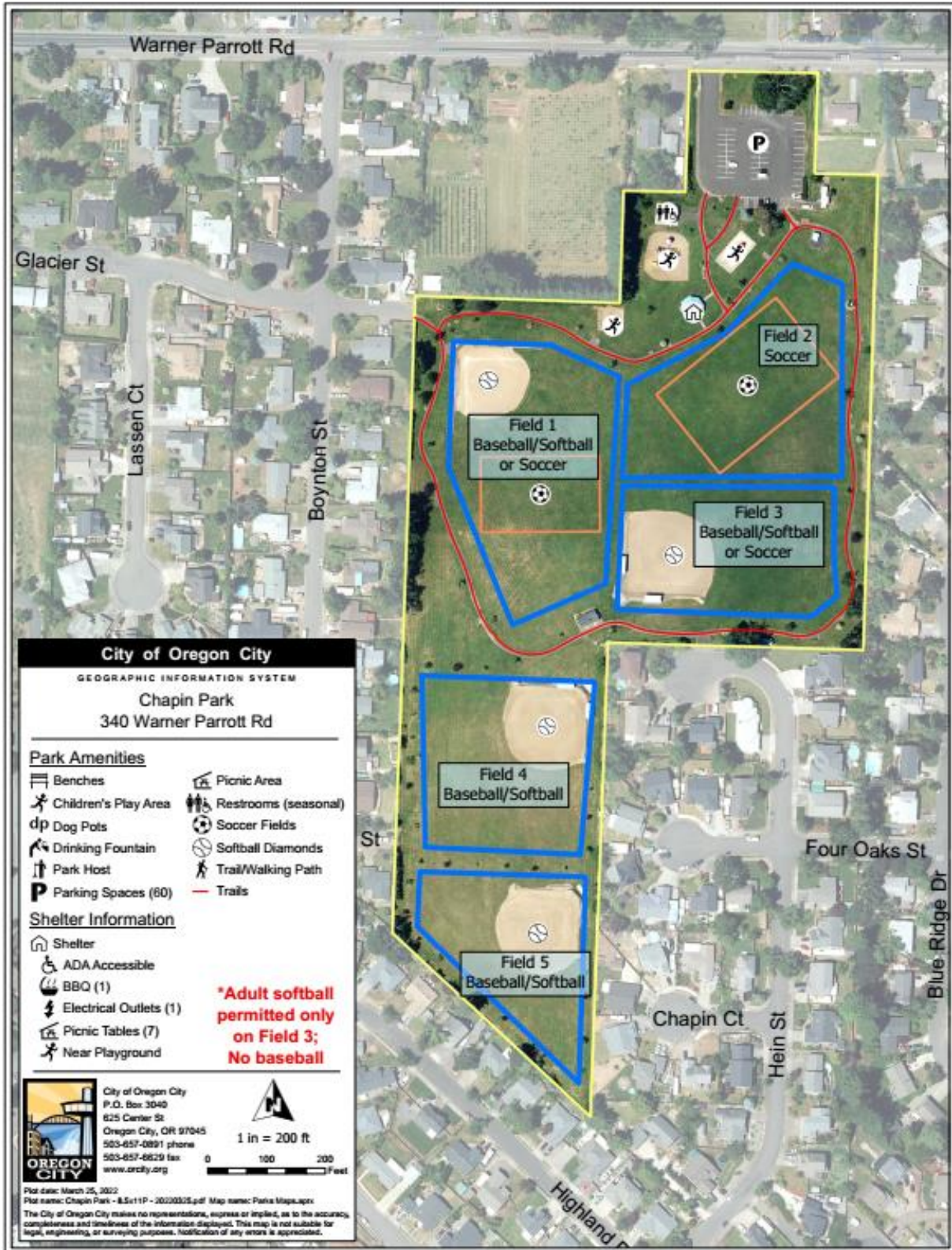
Kendall Reid, Parks and Recreation Director
City of Oregon City

Date

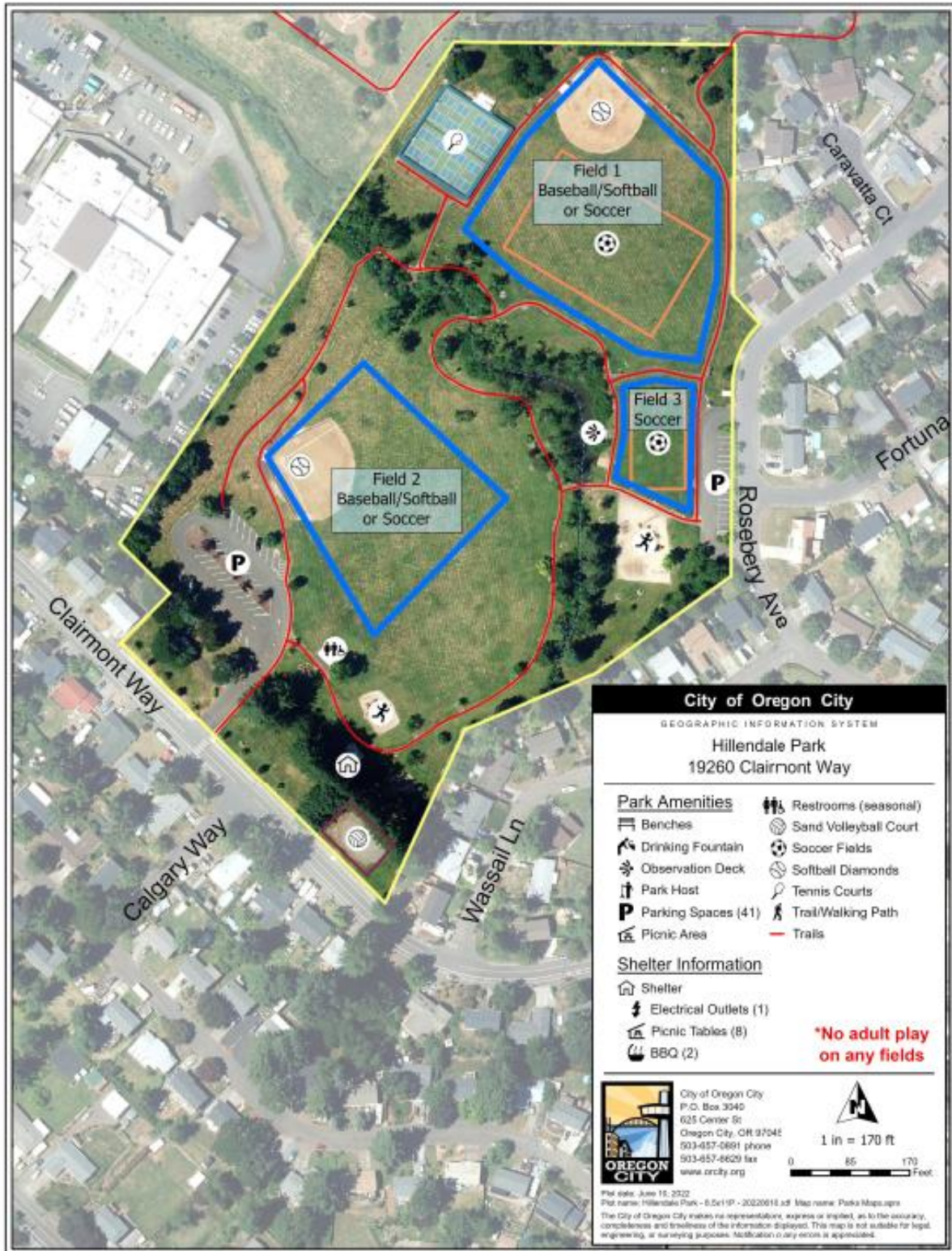
Jon Benjamin, President and Field Coordinator
Oregon City Soccer Club

Date

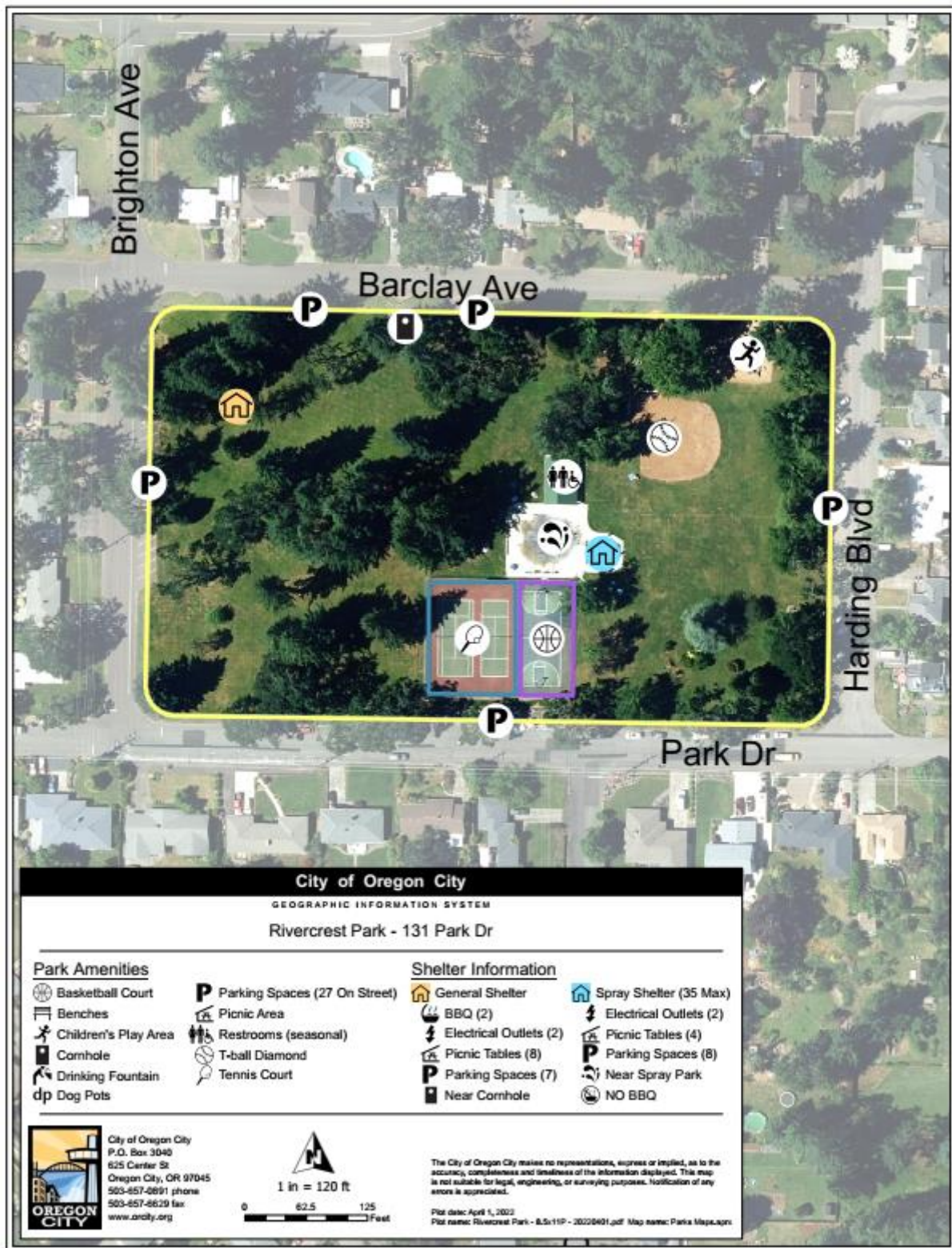
OREGON CITY SOCCER CLUB
APPENDIX A



OREGON CITY SOCCER CLUB
APPENDIX B

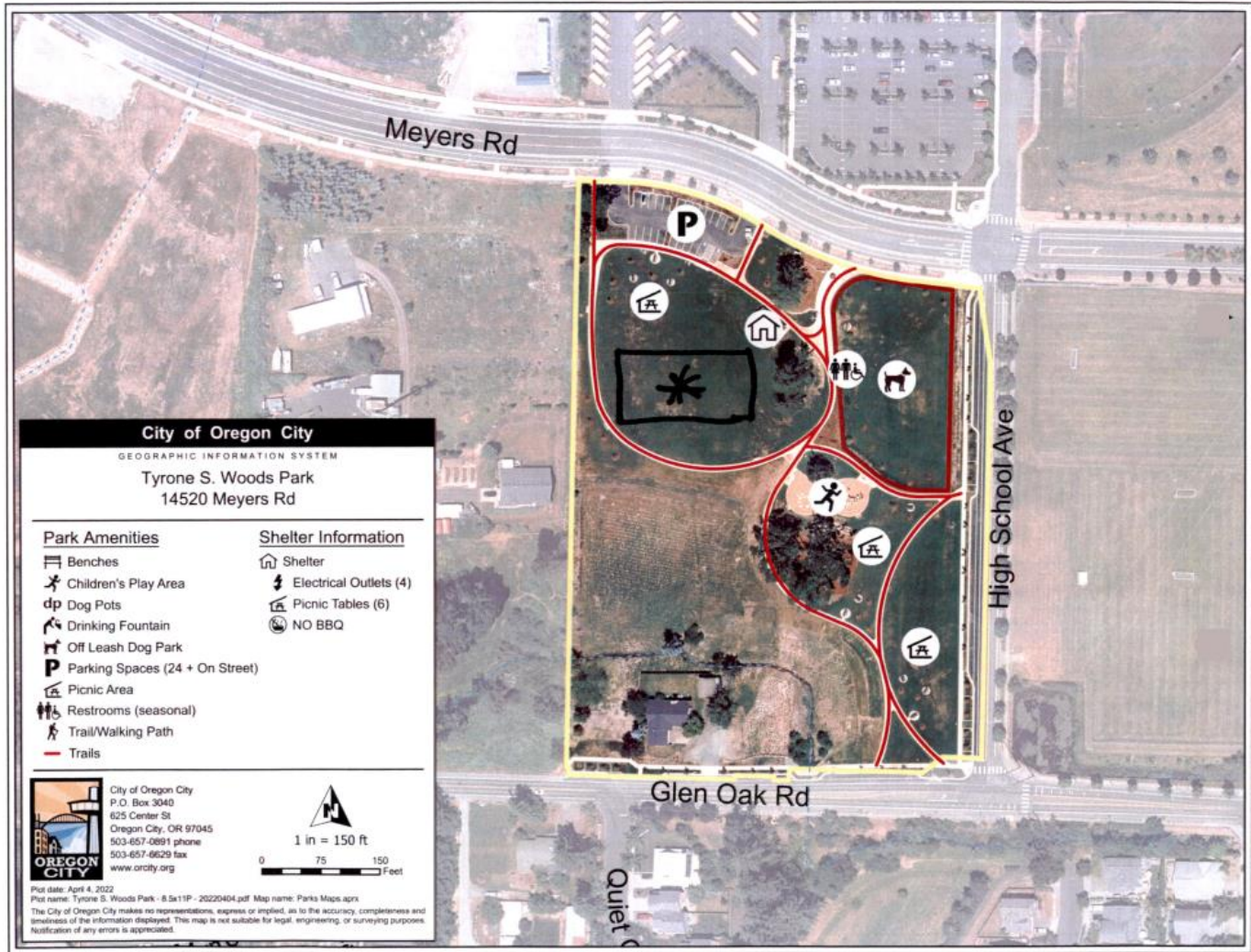


OREGON CITY SOCCER CLUB
APPENDIX C

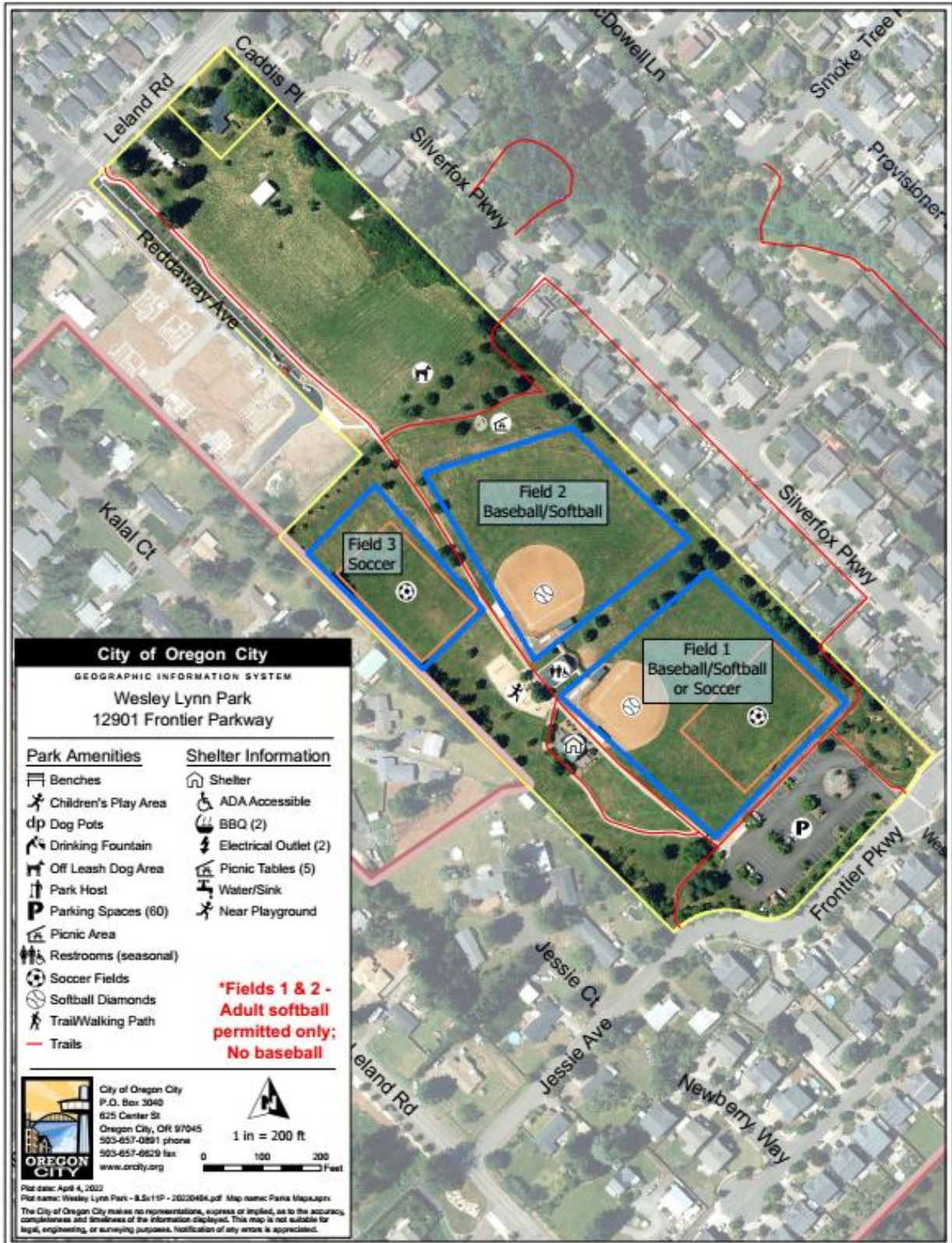


OREGON CITY SOCCER CLUB

APPENDIX D



OREGON CITY SOCCER CLUB
APPENDIX E





Parks Division

500 Hilda Street | Oregon City OR 97045
Ph (971) 204-4602 | Fax (503) 656-7488

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Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.
 - e. Wesley Lynn Park: Field 1 and Field 2 (see Appendix E) *JAB*
 - i. August 21 through October 27, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
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3. **2024 Spring Soccer**: From March 25 through May 17, 2024
- a. Tyrone S. Woods Memorial Park: Grassy area to be used for Kinder Teams (See Appendix D)
 - i. March 25 through May 17, 2024 *unknown exact dates* *JAB*
 - 1. Practice Monday thru Wednesday 5:00 P.M. to 8:00 P.M.
 - 2. Games Thursday and Friday 5:00 P.M. to 8:00 P.M.
4. Any changes, new requests, or scheduling of tournaments must be submitted in writing for review and approval. Form must be complete and with accurate type of use (practice, game or tournament) for each day. End time is when OCSC should be done with designated field(s) or park facility use.
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7. City retains the right at its sole discretion without recourse by the OCSC to terminate or otherwise limit OCSC use of all or any part of the facility for public health or safety, or any other reason.

8. Only OCSC and authorized members may use the Park soccer fields during the rental period listed above. OCSC will take necessary measures to assure that undesignated OCSC members do not use the Parks soccer fields outside of preapproved scheduled times.
9. Any games or practices OCSC desires to host, which are not covered by this agreement, shall be requested of the City at least 90 days prior to desired date and must be scheduled so as not to interfere with the other park activities, shelter reservations, or other Park rentals during regular operating hours. The dates and times of any additional uses are dependent upon the availability of the facility and the City's ability to arrange for necessary preparation and maintenance of the facility.
10. The City and OCSC agrees to the following fees, payment, and rain out process:
 - a. It is the responsibility and expectation that the sports organization or club to keep track and report all rainouts or cancellations to the Parks Department office at parksinfo@orcinfo.org. Rainout or cancellation dates will be deducted from the balance due for the rentals at the end of the season.
 - b. The Parks Department will prepare an invoice, billed at a **rate of \$3.00 per field per hour**. Payment should be paid in full two weeks following invoicing. *depending on what City commissioners vote on for the usage fee for 501c3 nonprofits. OCSC request lowest fee if any to charge parents.*
11. The OCSC agrees to the following:
 - a. Abiding by the schedule listed in this agreement. Deviation outside of these terms could lead to agreement cancellation and lost privileges for the Parks soccer fields.
 - b. All approval is to be routed through the Parks Department and submitted through the field request form.
 - c. At no time is OCSC allowed to switch out locks, combinations should be provided to the parks department and store goals in preapproved storage spaces.
 - d. Secure and lock all facilities after use.
 - e. OCSC agrees to the following maintenance and maintenance schedule. Chalking of the fields for practices and games is the responsibility of OCSC.
 - f. OCSC agrees to not drive in the Park with vehicles, trailers, or other equipment.
 - g. Any damage incurred to Park property or fields will immediately be reported to the Parks Department. Any repairs or work to be completed on the fields or surrounding area should be discussed and coordinated through the Parks Department.
 - h. Installation of signage or fencing must be approved by the Parks Department prior to installation.
 - i. OCSC agrees to assume all liability for any injury to club participants or persons accompanying them while on City premises unless such injury is caused by the City.
12. The City agrees to the following:
 - a. Abiding by the schedule listed in this agreement.
 - b. Respond to all emails and schedule request within 48 hours or 2 business days. All requests are to be routed through the Parks Department and in writing for manager's review to parksinfo@orcinfo.org. Confirmation of field requests outside of this agreement may take 5-7 business days, as coordination of field requests are reviewed and processed in an equitable and fair manner to serve the entire community.
 - c. City agrees the following maintenance and maintenance schedule. The Parks Department will work to prepare fields prior to the beginning of the season which will include spraying the fields and high-level maintenance. OCSC agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to prepare for games.

13. INDEMNIFICATION/HOLD HARMLESS: To the fullest extent permitted by law, City shall not be responsible for any claims, damages, losses or expenses to lessee's property or money and such losses shall not be covered by the City's liability or property insurance. In accordance with the insurance requirements set forth in this contract, the lessee OCSC shall indemnify and hold harmless the City, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from loss or damage to money or property. This indemnification is limited to the extent caused or alleged to be caused by the negligent acts or omissions of the lessee OCSC anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
14. OCSC agrees to enforce all Park rules, in particular all persons shall abide by the rules. Failure to abide by any rule shall be sufficient cause to prohibit further use of the park soccer fields.
15. OCSC further agrees that City property will be used in accordance with the park rules and regulations applicable to the facility being used.
16. OCSC agrees to carry a liability insurance policy for not less than \$2,000,000 for injury to one person, not less than \$2,000,000 for injuries to all persons arising out of a single accident or occurrence, and not less than \$2,000,000 for damages to property, or a combined single limit of not less than \$2,000,000. A copy of this policy shall be provided to City prior to OCSC use of the City Park's soccer fields and shall name City as an additional insured.
17. If the Park facility or property of City located thereon is damaged or destroyed by reason of the negligence or acts of OCSC members and persons using the facilities or courts during the times that said facilities are subject to the use of OCSC, reimbursement for replacement or repair thereof shall be made by OCSC to City; provided, however, that nothing herein contained shall be construed to obligate OCSC to make repairs for damage which is due to ordinary wear and tear. OCSC personnel must immediately notify facility staff of any damage to City property which has occurred during the times OCSC has use of the park soccer fields.

The following have been duly authorized to signify agreement to the terms of the above agreement on behalf of their respective governmental entities:

Kendall Reid, Parks and Recreation Director
City of Oregon City

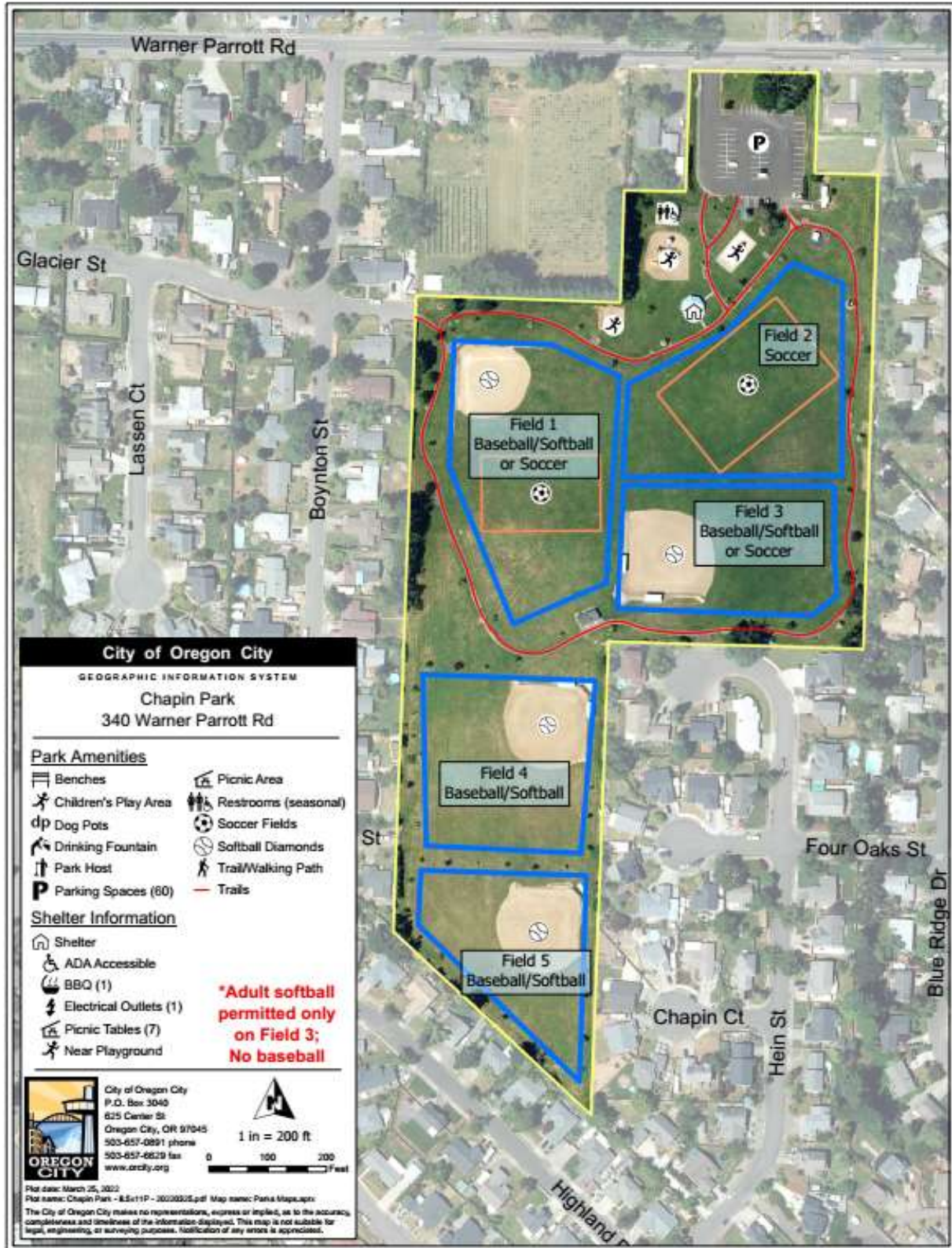
Jon Benjamin
Jon Benjamin, President and Field Coordinator
Oregon City Soccer Club

Date

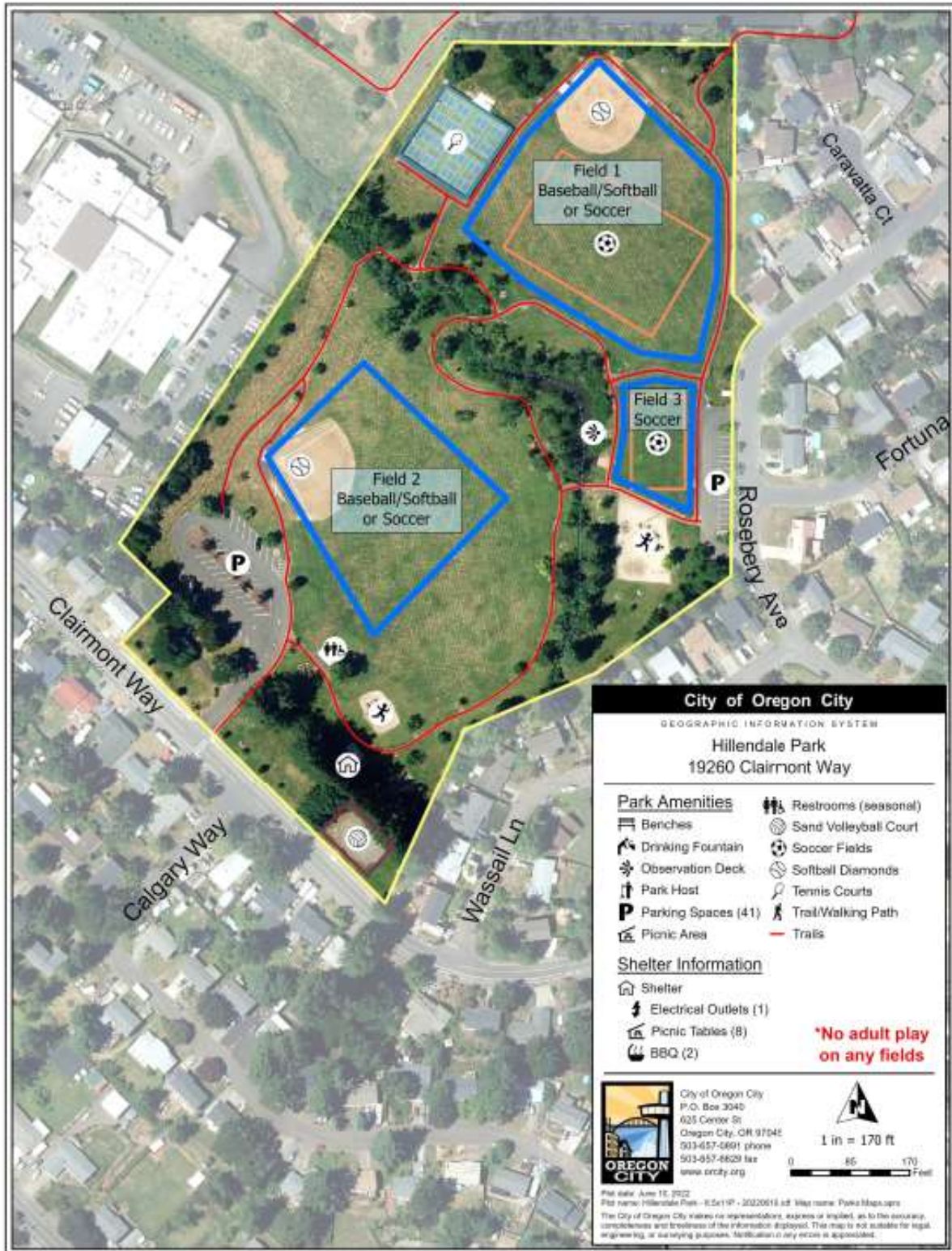
9-2-2023

Date

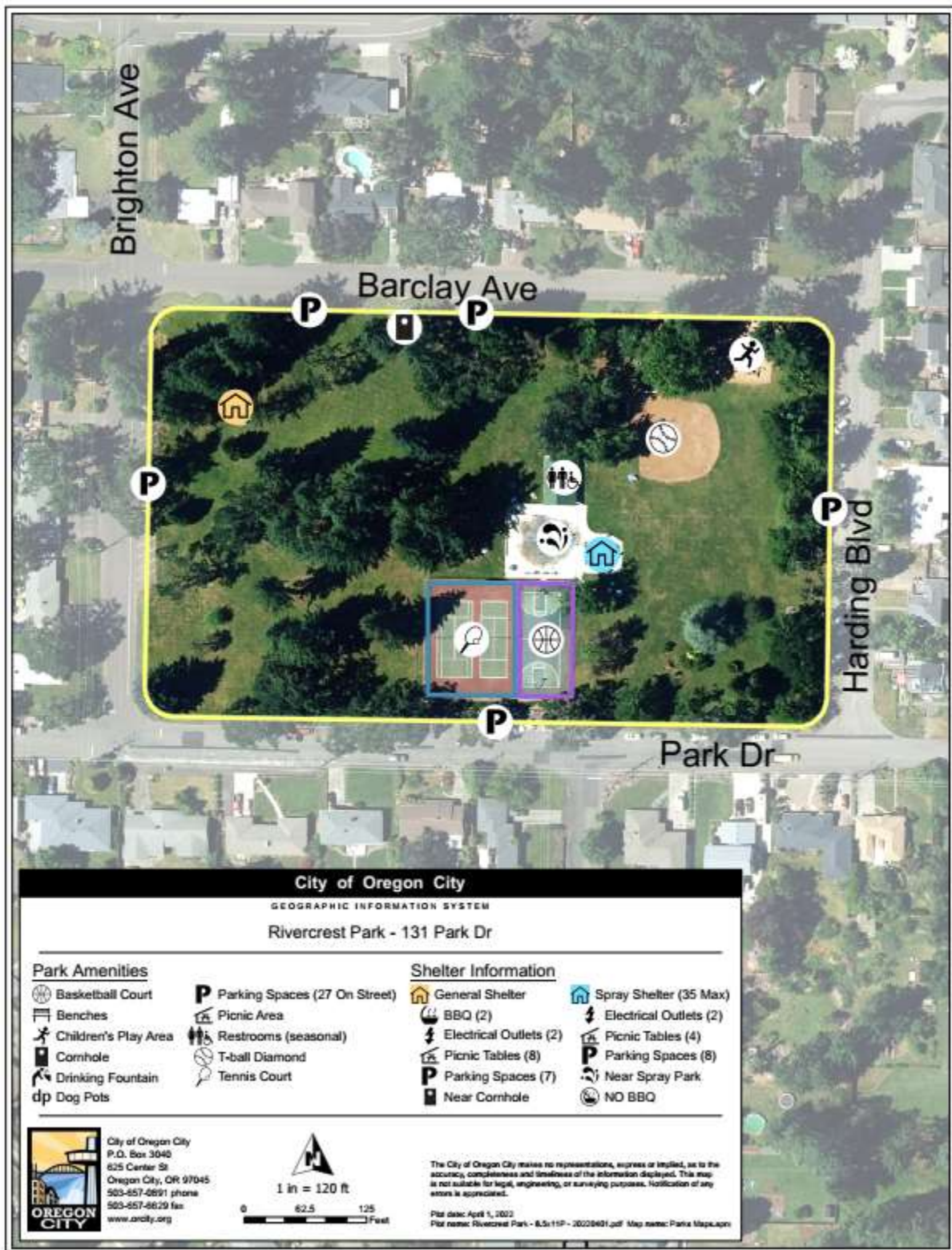
OREGON CITY SOCCER CLUB
APPENDIX A



OREGON CITY SOCCER CLUB
APPENDIX B

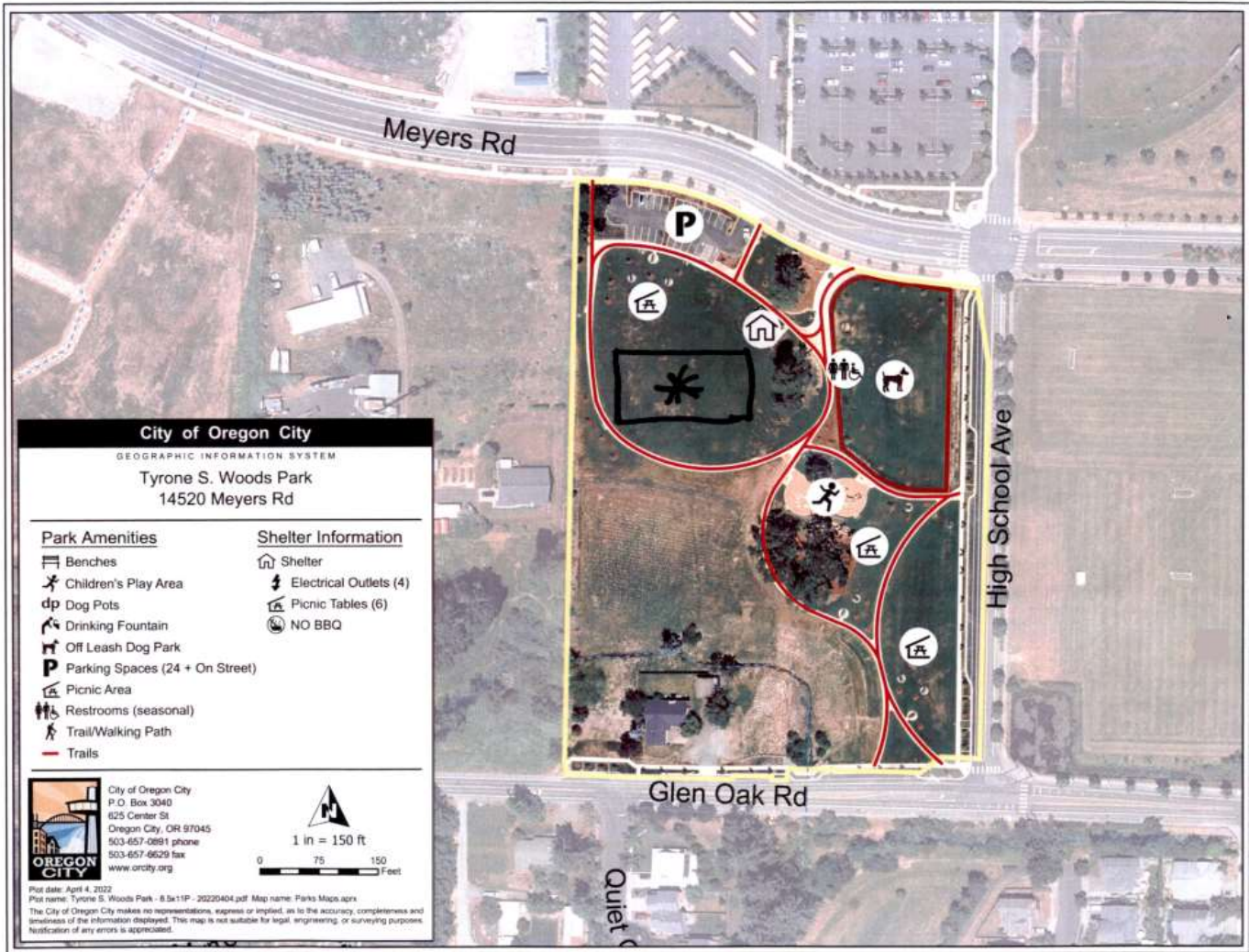


OREGON CITY SOCCER CLUB
APPENDIX C

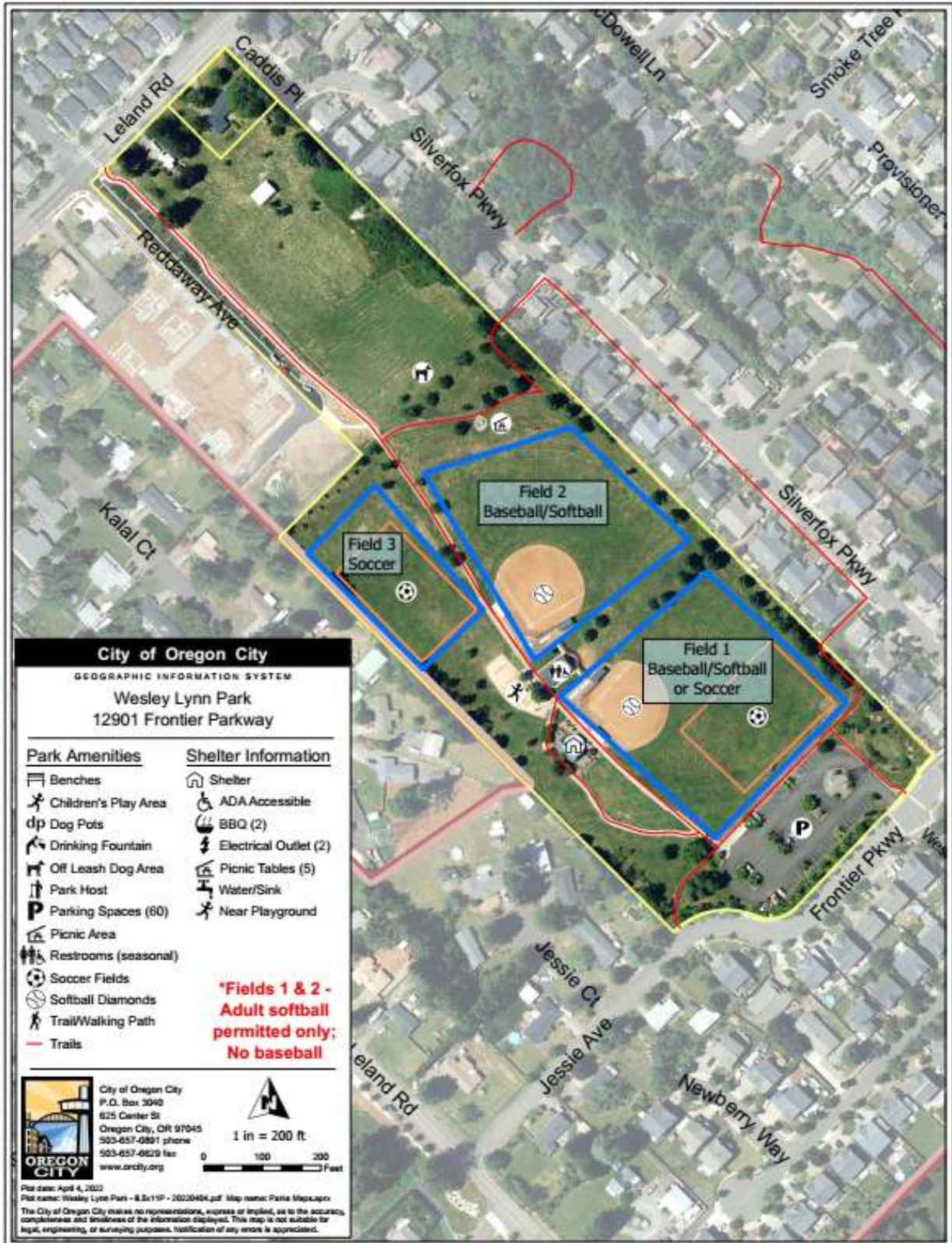


OREGON CITY SOCCER CLUB

APPENDIX D



OREGON CITY SOCCER CLUB
APPENDIX E





Oregon City
soccer club

Field Usage Request

Item 9a.

New Request	☒	Change	☐	Cancellation	☐
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This form must be filled out completely and submitted to the Parks Office for any New Requests, Changes, or Cancellations to be processed.

Organization Name: Oregon City soccer club

Contact Name: Jon Benajmin

Phone: 503-631-4916

Email: Jb5150@ccgmail.net

Block requests with any variance to day, date, time, park, field type or field # should be entered separately.

Day	Date	Start Time	End Time	Park	Field Type Soccer/BB all	Field #	S = Single Game T = Tournament	# of Participants per day
Tuesday and Wed	Sept 5,6,12,13,19,20,26, 27	530pm	630pm	Rivercrest park	t-ball grassy area		skills	40
Tue and Wed	October 3,4	530pm	630pm	Rivercrest park	t-ball grassy area		skills	40
Tue, Wed and Thur	September 12,13,14	5pm	730pm	Rivercrest park	General shelter area		Team photos	70
Monday thru friday	8-21-23 to 8-31-23	5pm	8pm	Hillindale Park	Field 2		practices	40
Monday thru friday	9-1-23 thru 9-30- 23	5pm	8pm	Hillindale park	Field 2		practices	40
Monday thru friday	10-1-23 thru 10- 28-23	5pm	8pm	Hillindale park	Field 2		practices	40
Saturda y	9- 9,16,23,30	8am	2pm	Hillindale park	Field 2		games	60
saturda y	10- 7,14,21,28	8am	2pm	Hillindale park	Field 2		games	60



Oregon City
Soccer Club

Field Usage Request

Item 9a.

New Request	☒	Change	☐	Cancellation	☐
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This form must be filled out completely and submitted to the Parks Office for any New Requests, Changes, or Cancellations to be processed.

Organization Name: Oregon City soccer club

Contact Name: Jon Benajmin

Phone: 503-631-4916

Email: Jb5150@ccgmail.net

Block requests with any variance to day, date, time, park, field type or field # should be entered separately.

Day	Date	Start Time	End Time	Park	Field Type Soccer/BBall	Field #	S = Single Game T = Tournament	# of Participants per day
Monday Thru Friday	8-21-23 Thru 8-31-23	5pm	8pm	Chapin Park	soccer	2	practice	45
Monday Thru Friday	9-2-23 Thru 9-30-23	5pm	8pm	Chapin Park	soccer	2	Practice	45
Monday Thru Friday	10-2-23 Thru 10-28-23	5pm	8pm	Chapin Park	Soccer	2	Practice	45
Monday Thru Friday	8-21-23 Thru 8-31-23	5pm	8pm	Tyrone woods	soccer	2	practice	40
Monday Thru Friday	9-1-23 Thru 9-30-23	5pm	8pm	Tyrone woods	soccer	2	practice	40
Monday Thru Friday	10-1-23 Thru 10-28-23	5pm	8pm	Tyrone woods	soccer	2	practice	40
Monday Thru Friday	8-21-23 Thru 8-31-23	5pm	8pm	Wesley Linn	soccer	1,3	practice	25
Monday Thru Friday	9-1-23 Thru 9-30-23	5pm	8pm	Wesley Linn	soccer	1,3	practice	25
Monday Thru Friday	10-1-23 Thru 10-28-23	5pm	8pm	Wesley Linn	soccer	1,3	practice	25
Saturday	Sept. 9,16,23, 30	8am	3pm	Chapin Park	soccer	2	games	80
Saturday	October 7,14,21,	8am	3pm	Chapin Park	Soccer	2	Games	80

Field Usage Request

Item 9a.

	28							
Saturday	Sept. 9,16,23, 30	8am	3pm	Tyrone woods	soccer	2	Games	70
Saturday	October 7,14,21, 28	8am	3pm	Tyrone woods	soccer	2	Games	70
saturday	Sept 9,16.23 30	8am	3pm	Wesley Linn	soccer	1&3	games	50
saturday	Oct 7,14,21 28	8am	3pm	Wesley Linn	soccer	1&3	games	50

Jinny King

From: jon benjamin <jb5150@ccgmail.net>
Sent: Sunday, July 9, 2023 9:11 AM
To: Parks Info
Cc: Jonathan Waverly; 'jon benjamin'
Subject: RE: Oregon City Soccer Club 2023-24 MOU
Attachments: Oregon City Soccer Club - Use Agreement 2023-2024 (7.03.2023).pdfupdated792023.pdf

Categories: Orange Category

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello

I made a couple mistakes on end dates, and they are highlighted. It is for practices, and they end on October 27th.

thanks

From: Parks Info <parksinfo@orccity.org>
Sent: Monday, July 3, 2023 2:28 PM
To: jon benjamin <jb5150@ccgmail.net>
Cc: Jonathan Waverly <jwaverly@orccity.org>
Subject: RE: Oregon City Soccer Club 2023-24 MOU

Hi Jon,

I have plugged in the updates to the schedule that you had provided. Attached is the revised draft of MOU. Please review and let us know if you have questions. Again, Jon is happy to chat with you if you have concerns.

Thank you,
 Jinny



Jinny King, Administrative Assistant

jking@orccity.org

Parks Maintenance & Mountain View Cemetery
 500 Hilda Street
 Oregon City, OR 97045
 Direct: 971-204-4706

Parks Maintenance Division
parksinfo@orccity.org
 Parks 971-204-4602

Mountain View Cemetery
cemetery-info@orccity.org
 Cemetery: 971-204-4603

From: Parks Info <parksinfo@orccity.org>
Sent: Wednesday, June 28, 2023 1:19 PM
To: jon benjamin <jb5150@ccgmail.net>



OREGON CITY SOCCER CLUB USE AGREEMENT

"The OREGON CITY SOCCER CLUB RENTAL USE AGREEMENT has been entered into on the date on which the last signature appears, by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon ("City"), and the Oregon City Soccer Club ("OCSC"), a non-profit organization, organized and existing under the laws of the State of Oregon.

This OREGON CITY SOCCER CLUB USE AGREEMENT is effective AUGUST 1, 2023, concluding on MAY 31, 2024. A new agreement must be entered into by July 1, 2024, for OCSC to continue utilizing the Oregon City Parks and Recreation soccer fields at Chapin, Hillendale, Wesley Lynn and Tyrone S. Memorial Park.

WITNESSETH:

WHEREAS, City has Park and court facilities which OCSC desires to utilize for its members and club for practices and games.

WHEREAS, the parties are in agreement that the City Park and soccer fields should be utilized by the members of OCSC desires to utilize for its members and associated coaches and club personnel for daily practices and games as shown in the maps of Chapin Park, Hillendale Park, under the terms and conditions contained herein;

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

1. **2023 Team Soccer Photos:**

- a. Rivercrest General Shelter:
 - i. September 12-14, 2023

2. **2023 Fall Soccer:** From August 21 through October 31, 2023

- a. Chapin Park: Field 2 (See Appendix A)
 - i. August 21 through October 28, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.

- b. Hillendale Park: Field 2 (see appendix B)
 - i. August 21 through October 31, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 2:00 P.M.
 - c. Rivercrest Park: T-ball/grassy area to be used for Skills Training (see Appendix C)
 - i. September 5 through October 4, 2023
Practice Monday thru Friday 5:30 P.M. to 6:30 P.M.
 - d. Tyrone S. Woods Memorial Park: Grassy area to be used for Kinder Teams (see Appendix D)
 - i. August 21 through October 31, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.
 - e. Wesley Lynn Park: Field 1 and Field 3 (see Appendix E)
 - i. August 21 through October 28, 2023
Practice Monday thru Friday 5:00 P.M. to 8:00 P.M.
 - ii. September 9 through October 28, 2023
Games Saturdays 8:00 A.M. – 3:00 P.M.
3. **2024 Spring Soccer:** From March 25 through May 17, 2024
- a. Tyrone S. Woods Memorial Park: Grassy area to be used for Kinder Teams (See Appendix D)
 - i. March 25 through May 17, 2024
 - 1. Practice Monday thru Wednesday 5:00 P.M. to 8:00 P.M.
 - 2. Games Thursday and Friday 5:00 P.M. to 8:00 P.M.
4. Any changes, new requests, or scheduling of tournaments must be submitted in writing for review and approval. Form must be complete and with accurate type of use (practice, game or tournament) for each day. End time is when OCSC should be done with designated field(s) or park facility use.
5. Use of the City Park and facilities specified above other than the agreed upon dates and times shall require written agreement from the City authorizing such additional use.
6. OCSC shall have access to designated Park soccer fields and goals to utilize for practice and games. OCSC will take necessary measures to assure that Park access to remain open to the public and that OCSC will not conduct practices or games outside of the parameters listed in the agreement.
7. City retains the right at its sole discretion without recourse by the OCSC to terminate or otherwise limit OCSC use of all or any part of the facility for public health or safety, or any other reason.
8. Only OCSC and authorized members may use the Park soccer fields during the rental period listed above. OCSC will take necessary measures to assure that undesigned OCSC members do not use the Parks soccer fields outside of preapproved scheduled times.

Oregon City Soccer Club & Parks and Recreation
 Meeting regarding Sports Field Usage and MOU/Use Agreement
 August 10th, 2023
 11:00 – 11:45 am
 City Hall Chambers

In attendance:

Kendall Reid, Tony Konkol, Jinny King, Kori Buth, Jon Benjamin

Brief introductions

Contract Length – OCSC suggested a 3-5 year contract, but because this is a new process for all parties, we will start with 2-year agreement terms to match the City's biennium schedule, but we are open to extending terms after review/renewal.

Discussion of fees – fee determined by the City Commission. Jon Benjamin understands the implementation of fees but must present them to the OCSC Board. This is a non-negotiable item established by the Commission.

Storage Pads for Goals – (not a contract discussion item) The Board discussed weed-eating around goals and placement of goals. Metro Grant was intended for concrete goal pads, storage area, and maintenance, but money from the grant was returned due to a lack of available labor/volunteers. It also came down to permitting from the City (beautification). Homeowners call the Parks Department to complain about weed whacking not happening around goals. Oregon City Soccer Club purchased all goals but gifted them to the City. OCSC will maintain the soccer goals. This was an undocumented agreement established long ago. Ownership is an item to work together on (and document) over the coming season to clean up liability issues.

Removal of Goals – (not a contract discussion item) Jon Benjamin mentioned that several goals can be removed from sites. He will send a more detailed list to Jinny on what will remain at each field. Parks may assist in moving goals for easier pick-up by OCSC.

Locking up 4' x 6' goals at Chapin Park – can Jon put on asphalt near chain-link fence?

Wesley Lynn – field 3 has several holes from moles. Possible for Parks to leave bags of soil for filling holes? ½ - 1 yard of dirt should be plenty. Bags delivered to parking lot enclosure.

Rain-Outs – Jon cancels practice by 3:00 and notifies the City afterward.

Oregon City Soccer Club & Parks and Recreation
 Meeting regarding Sports Field Usage and MOU/Use Agreement
 August 10th, 2023
 11:00 – 11:45 am
 City Hall Chambers

In attendance:

Kendall Reid, Tony Konkol, Jinny King, Kori Buth, Jon Benjamin

Brief introductions

Contract Length – OCSC suggested a 3-5 year contract, but because this is a new process for all parties, we will start with 2-year agreement terms to match the City's biennium schedule, but we are open to extending terms after review/renewal.

Discussion of fees – fee determined by the City Commission. Jon Benjamin understands the implementation of fees but must present them to the OCSC Board. This is a non-negotiable item established by the Commission.

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Locking up 4' x 6' goals at Chapin Park – can Jon put on asphalt near chain-link fence?

Wesley Lynn – field 3 has several holes from moles. Possible for Parks to leave bags of soil for filling holes? ½ - 1 yard of dirt should be plenty. Bogs delivered to parking lot enclosure.

Rain-Outs – Jon cancels practice by 3:00 and notifies the City afterward. *we notify after the season of all rain outs*

and actual times used on fields at end of season before paying bill. JAB

OCSC wants to invest and improve the chain link storage area at Chapin Park. OCSC wants to set

a meeting to discuss this. OCSC will pay for the work. JAB

OCSC would like to be please be notified and attend the meeting when the City Commission meets review and vote on a usage fee. JAB

Jon Benjamin 9-2-2023



OREGON CITY

Parks Division

500 Hilda Street | Oregon City OR 97045
Ph (971) 204-4602 | Fax (503) 656-7488

OREGON CITY YOUTH SPORTS USE AGREEMENT

“THIS OREGON CITY YOUTH SPORTS USE AGREEMENT has been entered into on the date on which the last signature appears, by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon (“City”), and the OREGON CITY YOUTH SPORTS (“OCYS”), a non-profit organization, organized and existing under the laws of the State of Oregon.

THIS OREGON CITY YOUTH SPORTS USE AGREEMENT is effective AUGUST 1, 2023, and concludes on July 31, 2024. A new agreement must be entered into by AUGUST 1, 2024, for OCYS to continue utilizing the Oregon City Parks and Recreation fields.”

WITNESSETH:

WHEREAS, City has park and field facilities which OCYS desires to utilize for its members and associated coaches and club personnel for daily practices and games as shown in the maps of Chapin Park, Rivercrest Park, Hillendale Park, and Wesley Lynn Park, attached to this Agreement as Exhibits 1, 2, and 3; and

WHEREAS the parties are in agreement that the City parks and field facilities should be utilized by the members of OCYS, their coaches and associated personnel under the terms and conditions contained herein.

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

1. **FALL BALL**, from August 28, 2023, through October 27, 2023, City authorizes OCYS members, coaches, and personnel to exclusively use the following ball fields, as labeled on Exhibits 1, 2, and 3, at the times listed below:
 - a. **Chapin Park – Field Use and Snack Shack (See Appendix A)**
PRACTICE: Monday-Thursday - August 28 through October 26, 2023
 Field #3 5:00 pm – 7:00 pm
 Field #4 5:00 pm – 7:00 pm
Sunday – No requested use of field 3 or 4
 - b. **Hillendale Park - Sports Fields and Storage Boxes**
 Fields not available for use
 - c. **Rivercrest Park - Sports Fields**
 Field not available for use
 - d. **Wesley Lynn Park - Sports Fields, Snack Shack, and Fenced area (in parking lot) (See Appendix D)**
GAMES: Sunday – September 10 through October 8, 2023
 Field #1 8:00 am – 6:00 pm
 Field #2 8:00 am – 6:00 pm
SATURDAY - NOTE: No Saturday use of field #1 and #2

2. **SPRING BALL**, from March 1, 2024 – July 30, 2024, City authorizes OCYS members, coaches, and personnel to exclusively use the following ball fields, as labeled on Exhibits 1, 2, and 3, at the times listed below:

a. Chapin Park – Field Use and Snack Shack (See Appendix A)

Monday-Friday – **March through June, exact dates TBD**

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Saturdays & Sundays – **March through June, exact dates TBD**

May use 2 fields

Field #1 – 8:00 am – 8:00 pm (Rookie and T-Ball Games)

Field #3 – 8:00 am – 8:00 pm (Rookie and T-Ball Games)

Sundays – **March through June, exact dates TBD**

May use one field on Sundays in April and May

Field #3 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

Saturdays and Sundays – **March through June, exact dates TBD**

May use one field on Saturdays and Sundays in June and July

Field #3 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

Tournament - OCYS Jamboree – **April 2024, exact date TBD**

May use Chapin Field #1, 2, and 3 from 8:00 am to 8:00 pm on

Rookie Tournament – **June 2024, exact date TBD**

May use Chapin field #1, 2, and 3 from 8:00 am to 2:00 pm

b. Hillendale Park - Sports Fields and Storage Boxes (See Appendix B)

Monday-Friday - **March through June, exact dates TBD**

Field #1 - 5:00 pm – 9:00 pm (Older Kids)

Field #2 - 5:00 pm – 9:00 pm (Older Kids)

Saturdays and Sundays – **March through June, exact dates TBD**

Field #1 - No weekend use of this field in the dates noted above

Field #2 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

c. Rivercrest Park - Sports Fields (See Appendix C)

Monday-Friday - **March through June, exact dates TBD**

T-Ball Field - 5:00 pm – 9:00 pm (T-Ball Practice and games)

Saturdays and Sundays - **March through June, exact dates TBD**

T-Ball Field - 8:00 am – 8:00 pm (T-Ball Practice and games)

d. Wesley Lynn Park - Sports Fields, Snack Shack, and Fenced area (in parking lot) (See Appendix D)

Monday-Friday - **March through June, exact dates TBD**

Field #1 - 5:00 pm – 9:00 pm (Older Kids practice and games)

Field #2 - 5:00 pm – 9:00 pm (Older Kids practice and games)

Saturdays and Sundays – **March through June, exact dates TBD**

Field #1 - No weekend use of this field in the dates noted above

Field #2 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

End of Seasonal Tournament – **June 16 & 17, 2024**

May use Wesley Lynn fields #1, and 2 from 7:00 am to 7:00 pm

3. Any changes, new requests, or scheduling of tournaments must be submitted with Field Usage Request form for review and approval. Form must be complete and with accurate type of use (practice, game, or tournament) for each day. End time is when OCYS should be done with designated field(s) or park facility use.
4. Use of the City Park facility or field use by OCYS other than the agreed upon dates and times shall require written agreement from the City authorizing such additional use.
5. OCYS shall have access to designated fields for baseball and softball practices and/or games. In addition, the City permits use of designated space for storage of equipment and supplies. OCYS will take necessary measures to assure park access remains open to the general public and OCYS will not conduct practices, tournaments, or games outside of the parameters listed in the agreement. OCYS personnel and members are not permitted to use the electrical room, due to fire/safety hazard.
6. OCYS is permitted to have access to the snack shacks at Chapin and Wesley Lynn Parks during agreed upon dates and times written in this agreement. Hillendale Storage Boxes (owned by OCYS) are permitted to remain at upper and lower fields. These boxes may be used during reserved field use times above. Areas used by OCYS must always be accessible to Parks staff. Areas must be kept clean with clear walkways in case of an emergency.
7. The City retains the right in its sole discretion without recourse by OCYS to terminate or otherwise limit OCYS use of all or any part of the facility for public health, safety, or any other reason.
8. Only OCYS authorized members, coaches and associated personnel may use the park field or facility during the rental period listed above. OCYS will take necessary measures to assure that OCYS teams do not use the parks facilities or fields outside of preapproved scheduled times for organized practices or games.
9. Any tournaments, practices and/or games OCYS desires to host, which are not covered by this agreement, shall be requested of City at least 60 days prior to desired date and must be scheduled so as not to interfere with other park activities, field use, reservations, or special events during regular operating hours. The dates and times of any additional uses are dependent upon the availability of the facility and City's ability to arrange for necessary preparation and maintenance of the facility.
10. The City and OCYS agrees to the following fees, payment, and rain out process:
 - a. It is the responsibility and expectation that the sports organization or club to keep track and report all rainouts or cancellations to the Parks Department office at parksinfo@orc.org. Rainout or cancellation dates will be deducted from the balance due for the rentals.
 - b. The Parks Department will prepare an invoice, billed at a **rate of \$3.00 per field per hour**. Payment should be paid in full two weeks following receipt of invoice.
11. The OCYS agrees to the following:
 - a. Abiding by the schedule listed in this agreement. Deviation outside of these terms could lead to cancellation of this agreement and prohibiting OCYS use of City parks facilities and fields
 - b. All approval for any activity in a City park shall be routed through the Parks office and submitted through the field request form.
 - c. At no time is OCYS allowed to switch out locks or change combinations in preapproved storage spaces

- d. Secure and lock all facilities after use. Repetitive infractions could lead to cancellation of this agreement. Any damage incurred from not securing facilities after use will be the responsibility of OCYS.
- e. Portable toilets are to be placed as to allow for cleaning without driving into the park, except to service portable toilet placed at Chapin Park through back gate.
All toilets must be placed according to the maps in Appendix A. All portable toilets must be regularly serviced so they do not become problematic.
- f. **Chapin wastewater holding tank service and pumping is the responsibility of OCYS.**
- g. OCYS agrees to the following maintenance:
 - i. Dragging fields and fine-tuning, chalking, and custom mowing is the responsibility of OCYS. Coordination for dragging the fields must be completed prior to season commencing, and not interfere with other scheduled activities or park maintenance. Changes to the dragging field schedule must be coordinated a minimum of 5 business in advance.
 - ii. Artificial turf field maintenance as directed by manufacturer's maintenance protocol and warranty and will be included as addendum to this agreement.
 - iii. General garbage and site cleanup following practices, games, tournaments.
- h. Irrigation is NOT to be turned off at the pump house. Communicate with the Parks staff if adjustments need to be made to the timing, duration, or other irrigation settings. Sprinklers must be turned on for dust control.
- i. Any damage incurred to the irrigation system, fields, buildings, or other park property will immediately be reported to the Parks Department. Any repairs or work to be completed on the field, aside from general field preparation, should be discussed and coordinated through the Parks Department.
- j. Installation of fencing or signage must be approved by the Parks Department and appropriate plan reviews and permits as required by the City prior to installation.
- k. OCYS agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to drag the fields.
- l. Delineate historic account of amenities added over the years and confirm maintenance and/removal of those items on City property, I.E., shed used for OCYS storage within fenced area of parking lot at Wesley Lynn.
- m. Any improvements that OCYS makes to any City owned property, such as fields or facilities, will remain the property of the City. Any upgrades or improvements must be approved by the Parks Department and appropriate plan reviews and permits as required by the City.
- n. OCYS agrees to assume all liability for any injury to club participants or persons accompanying them while present on City premises unless such injury is caused by the City.

12. The City agrees to the following:

- a. Abide by the schedule listed in this agreement. Deviation outside of these terms could lead to agreement cancellation and use of parks facilities and fields.
- b. Respond to all emails and schedule request within 48 hours or 2 business days. All requests are to be routed in writing for manager's review to parksinfo@orc.org. Confirmation of field requests outside of this agreement may take up to 5-7 business days, as coordination of field requests are reviewed and processed in an equitable and fair manner to serve the entire community.
- c. The City will not switch out locks for preapproved storage spaces. OCYS will have access to storage space during time approved and during the duration of the agreement.
- d. Securing and locking of all facilities (doors, portable restrooms, snack shacks) must be completed after use.
- e. City agrees to provide the approved location for all toilets delineating where they are to be placed as authorized by the Parks Department.

- f. City agrees the following maintenance and maintenance schedule: The Parks Department will work to prepare fields prior to the beginning of the season which will include spraying the fields and high-level maintenance. OCYS agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to prepare for games.
- g. Artificial turf field Maintenance will be determined.

13. INDEMNIFICATION/HOLD HARMLESS: To the fullest extent permitted by law, City shall not be responsible for any claims, damages, losses or expenses to lessee's property or money and such money and such losses shall not be covered by the City's liability or property insurance. In accordance with the insurance requirements set forth in this contract, the lessee [Oregon City Youth Sports] shall indemnify and hold harmless the City, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from loss or damage to money or property. This indemnification is limited to the extent caused or alleged to be caused by the negligent acts or omissions of the lessee [Oregon City Youth Sports], anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
14. OCYS agrees to abide by and enforce all park rules and City ordinances related to Park. Failure to abide by any rule or ordinance shall be sufficient cause to prohibit further use of the park facilities and fields.
15. OCYS agrees to carry a liability insurance policy for not less than \$2,000,000 for injury to one person, not less than \$2,000,000 for injuries to all persons arising out of a single accident or occurrence, and not less than \$2,000,000 for damages to property, or a combined single limit of not less than \$4,000,000. A copy of this policy shall be provided to City prior to OCYS use of the City park's facility and fields and shall name City as an additional insured.
16. If the park facility or property of City located thereon is damaged or destroyed by reason of the negligence or intentional acts of OCYS members, employees and persons using the facilities or fields during the times that said facilities are subject to the use of OCYS reimbursement for replacement or repair thereof shall be made by OCYS to City; provided, however, that nothing herein contained shall be construed to obligate OCYS to make repairs for damage which is due to ordinary wear and tear. OCYS personnel must immediately notify facility staff of any damage to City property which has occurred during the times OCYS has use of the park's facilities and fields.

The following have been duly authorized to signify agreement to the terms of the above agreement on behalf of their respective governmental entities:

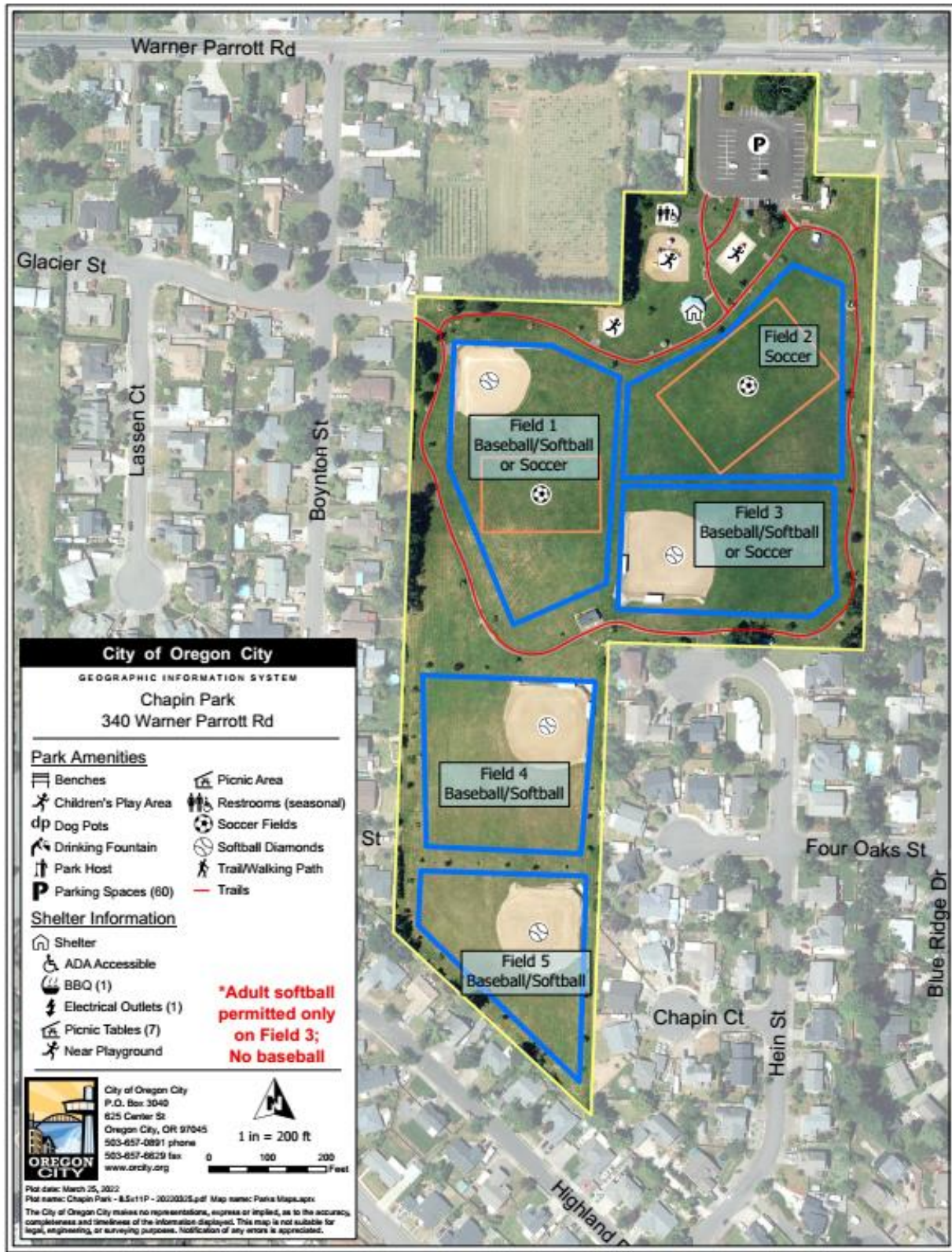
Kendall Reid, Parks and Recreation Director
City of Oregon City

Date

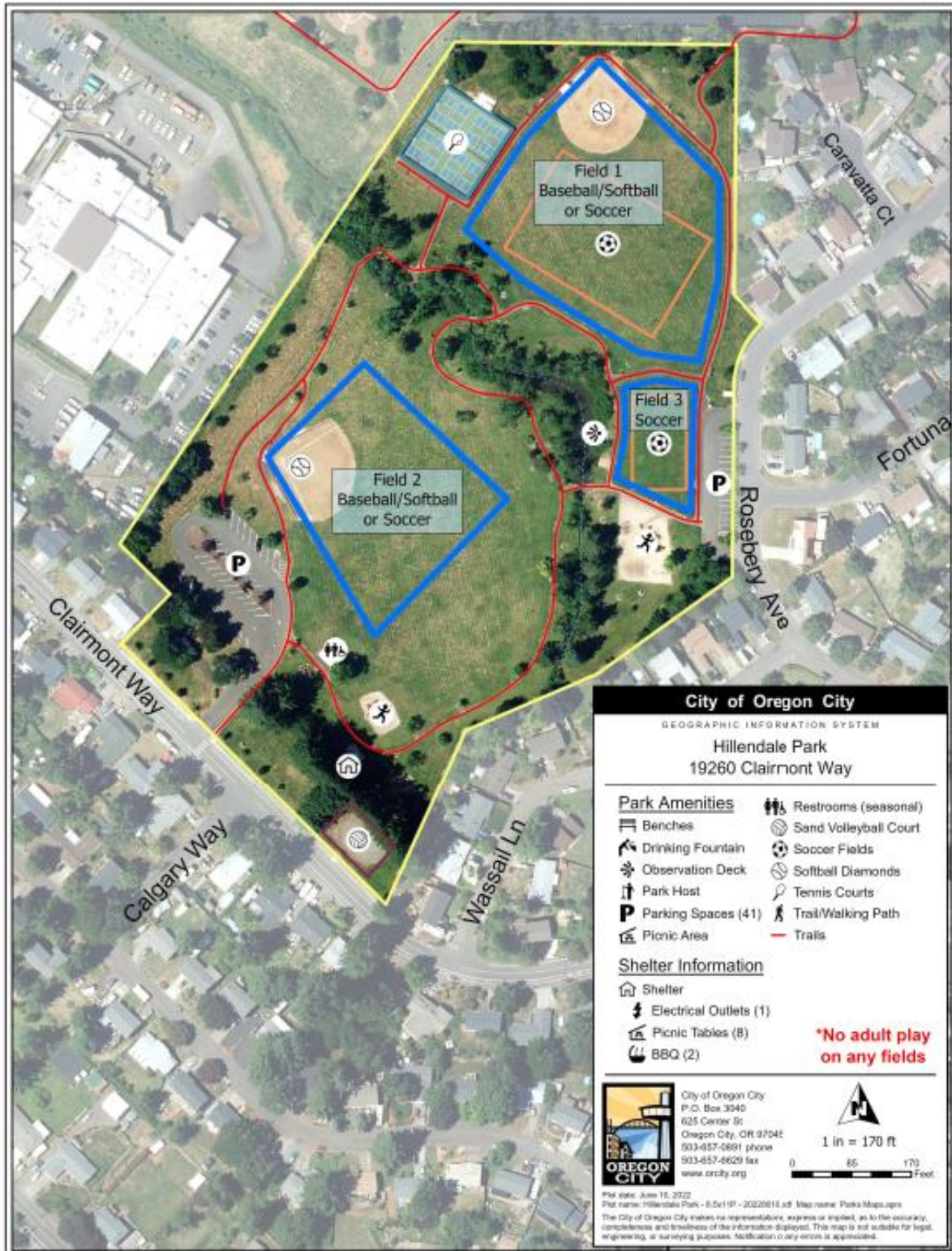
George Lee, President
Oregon City Youth Sports

Date

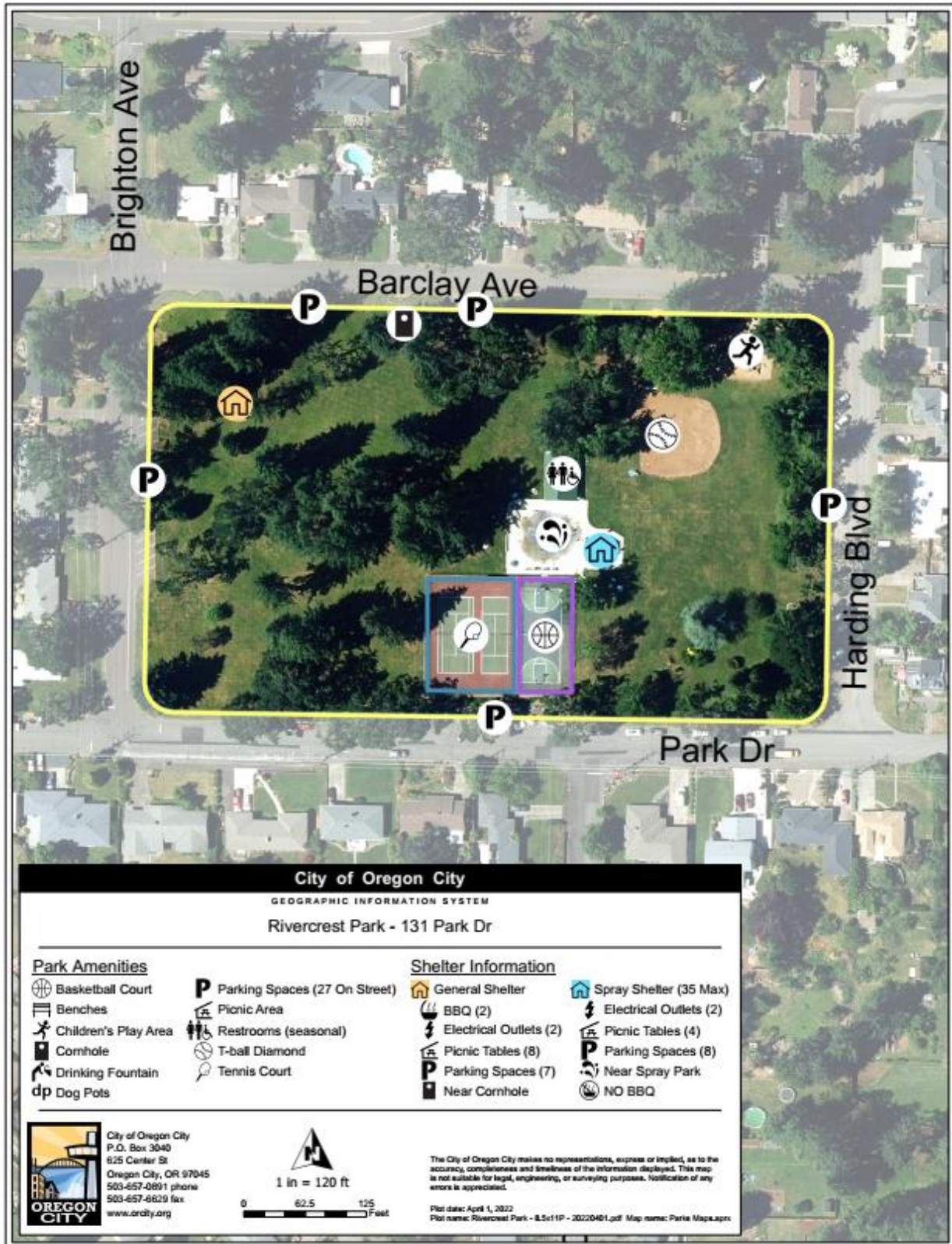
OREGON CITY SOCCER CLUB
APPENDIX A



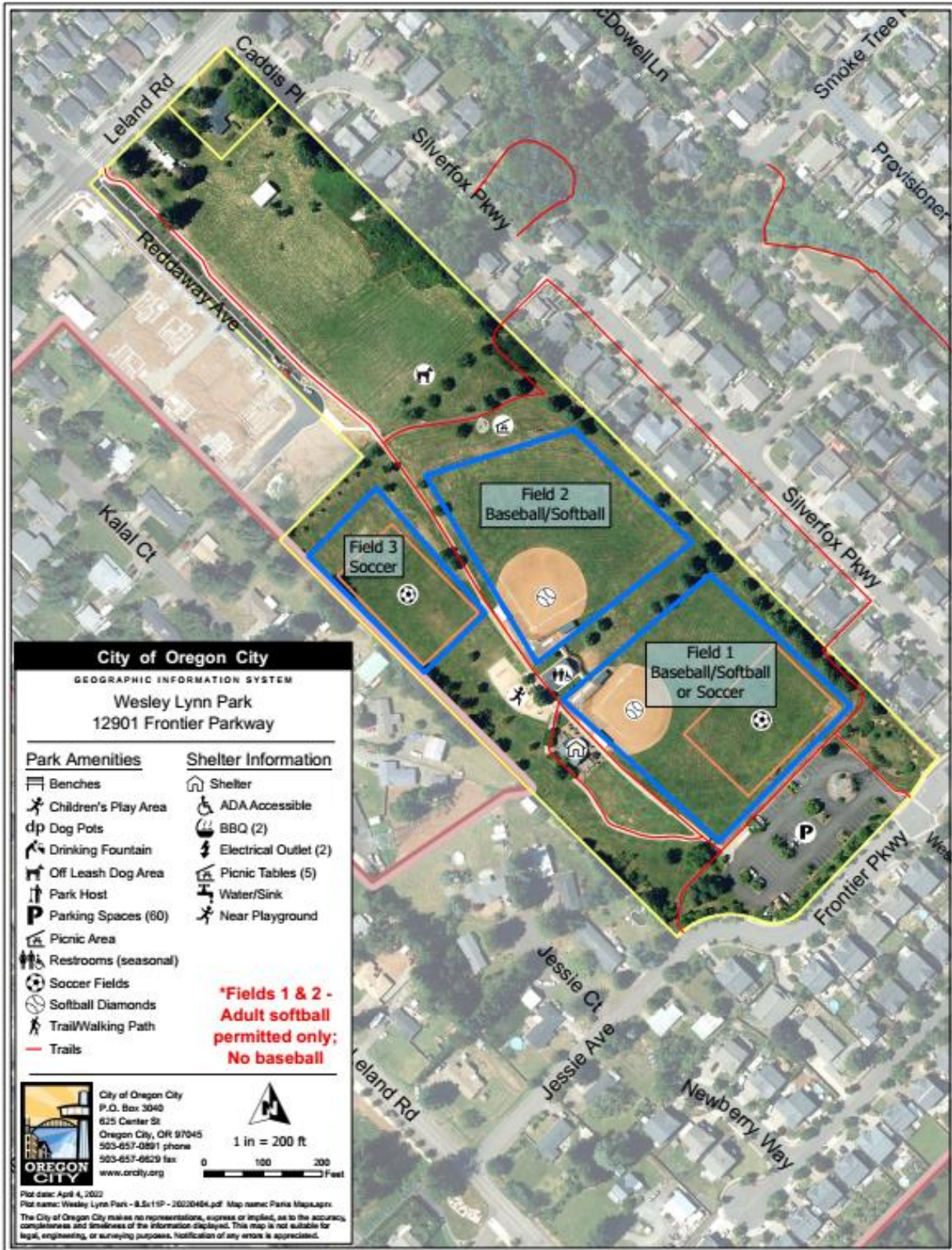
OREGON CITY SOCCER CLUB
APPENDIX B



OREGON CITY SOCCER CLUB
APPENDIX C



OREGON CITY SOCCER CLUB
APPENDIX D





Parks Division

500 Hilda Street | Oregon City OR 97045
Ph (971) 204-4602 | Fax (503) 656-7488

OREGON CITY YOUTH SPORTS USE AGREEMENT

"THIS OREGON CITY YOUTH SPORTS USE AGREEMENT has been entered into on the date on which the last signature appears, by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon ("City"), and the OREGON CITY YOUTH SPORTS ("OCYS"), a non-profit organization, organized and existing under the laws of the State of Oregon.

THIS OREGON CITY YOUTH SPORTS USE AGREEMENT is effective AUGUST 1, 2023, and concludes on July 31, 2024. A new agreement must be entered into by AUGUST 1, 2024, for OCYS to continue utilizing the Oregon City Parks and Recreation fields."

WITNESSETH:

WHEREAS, City has park and field facilities which OCYS desires to utilize for its members and associated coaches and club personnel for daily practices and games as shown in the maps of Chapin Park, Rivercrest Park, Hillendale Park, and Wesley Lynn Park, attached to this Agreement as Exhibits 1, 2, and 3; and

WHEREAS the parties are in agreement that the City parks and field facilities should be utilized by the members of OCYS, their coaches and associated personnel under the terms and conditions contained herein.

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

1. **FALL BALL**, from August 28, 2023, through October 27, 2023, City authorizes OCYS members, coaches, and personnel to exclusively use the following ball fields, as labeled on Exhibits 1, 2, and 3, at the times listed below:
 - a. **Chapin Park – Field Use and Snack Shack (See Appendix A)**
PRACTICE: Monday-Thursday - August 28 through October 26, 2023
 Field #3 5:00 pm – 7:00 pm
 Field #4 5:00 pm – 7:00 pm
Sunday – No requested use of field 3 or 4
 - b. **Hillendale Park - Sports Fields and Storage Boxes**
 Fields not available for use
 - c. **Rivercrest Park – Sports Fields**
 Field not available for use
 - d. **Wesley Lynn Park - Sports Fields, Snack Shack, and Fenced area (in parking lot) (See Appendix D)**
GAMES: Sunday – September 10 through October 8, 2023
 Field #1 8:00 am – 6:00 pm
 Field #2 8:00 am – 6:00 pm
SATURDAY - NOTE: No Saturday use of field #1 and #2

2. **SPRING BALL**, from March 1, 2024 – July 30, 2024, City authorizes OCYS members, coaches, and personnel to exclusively use the following ball fields, as labeled on Exhibits 1, 2, and 3, at the times listed below:

a. **Chapin Park – Field Use and Snack Shack (See Appendix A)**

Monday-Friday – March through June, exact dates TBD

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Field #__ - 5:00 pm – 9:00 pm (Rookie, T-Ball and Older Kids)

Saturdays & Sundays – March through June, exact dates TBD

May use 2 fields

Field #1 – 8:00 am – 8:00 pm (Rookie and T-Ball Games)

Field #3 – 8:00 am – 8:00 pm (Rookie and T-Ball Games)

Sundays – March through June, exact dates TBD

May use one field on Sundays in April and May

Field #3 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

Saturdays and Sundays – March through June, exact dates TBD

May use one field on Saturdays and Sundays in June and July

Field #3 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

Tournament - OCYS Jamboree – April 2024, exact date TBD

May use Chapin Field #1, 2, and 3 from 8:00 am to 8:00 pm on

Rookie Tournament – June 2024, exact date TBD

May use Chapin field #1, 2, and 3 from 8:00 am to 2:00 pm

b. **Hillendale Park - Sports Fields and Storage Boxes (See Appendix B)**

Monday-Friday - March through June, exact dates TBD

Field #1 - 5:00 pm – 9:00 pm (Older Kids)

Field #2 - 5:00 pm – 9:00 pm (Older Kids)

Saturdays and Sundays – March through June, exact dates TBD

Field #1 - No weekend use of this field in the dates noted above

Field #2 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

c. **Rivercrest Park - Sports Fields (See Appendix C)**

Monday-Friday - March through June, exact dates TBD

T-Ball Field - 5:00 pm – 9:00 pm (T-Ball Practice and games)

Saturdays and Sundays - March through June, exact dates TBD

T-Ball Field - 8:00 am – 8:00 pm (T-Ball Practice and games)

d. **Wesley Lynn Park - Sports Fields, Snack Shack, and Fenced area (in parking lot) (See Appendix D)**

Monday-Friday - March through June, exact dates TBD

Field #1 - 5:00 pm – 9:00 pm (Older Kids practice and games)

Field #2 - 5:00 pm – 9:00 pm (Older Kids practice and games)

Saturdays and Sundays – March through June, exact dates TBD

Field #1 - No weekend use of this field in the dates noted above

Field #2 – 8:00 am – 8:00 pm (Older Kids Practice and Games)

End of Seasonal Tournament – June 16 & 17, 2024

May use Wesley Lynn fields #1, and 2 from 7:00 am to 7:00 pm

3. Any changes, new requests, or scheduling of tournaments must be submitted with Field Usage Request form for review and approval. Form must be complete and with accurate type of use (practice, game, or tournament) for each day. End time is when OCYS should be done with designated field(s) or park facility use.
4. Use of the City Park facility or field use by OCYS other than the agreed upon dates and times shall require written agreement from the City authorizing such additional use.
5. OCYS shall have access to designated fields for baseball and softball practices and/or games. In addition, the City permits use of designated space for storage of equipment and supplies. OCYS will take necessary measures to assure park access remains open to the general public and OCYS will not conduct practices, tournaments, or games outside of the parameters listed in the agreement. OCYS personnel and members are not permitted to use the electrical room, due to fire/safety hazard.
6. OCYS is permitted to have access to the snack shacks at Chapin and Wesley Lynn Parks during agreed upon dates and times written in this agreement. Hillendale Storage Boxes (owned by OCYS) are permitted to remain at upper and lower fields. These boxes may be used during reserved field use times above. Areas used by OCYS must always be accessible to Parks staff. Areas must be kept clean with clear walkways in case of an emergency.
7. The City retains the right in its sole discretion without recourse by OCYS to terminate or otherwise limit OCYS use of all or any part of the facility for public health, safety, or any other reason.
8. Only OCYS authorized members, coaches and associated personnel may use the park field or facility during the rental period listed above. OCYS will take necessary measures to assure that OCYS teams do not use the parks facilities or fields outside of preapproved scheduled times for organized practices or games.
9. Any tournaments, practices and/or games OCYS desires to host, which are not covered by this agreement, shall be requested of City at least 60 days prior to desired date and must be scheduled so as not to interfere with other park activities, field use, reservations, or special events during regular operating hours. The dates and times of any additional uses are dependent upon the availability of the facility and City's ability to arrange for necessary preparation and maintenance of the facility.
10. The City and OCYS agrees to the following fees, payment, and rain out process:
 - a. It is the responsibility and expectation that the sports organization or club to keep track and report all rainouts or cancellations to the Parks Department office at parksinfo@orc.org. Rainout or cancellation dates will be deducted from the balance due for the rentals.
 - b. The Parks Department will prepare an invoice, billed at a **rate of \$TBD per field per hour**. Payment should be paid in full two weeks following receipt of invoice.
11. The OCYS agrees to the following:
 - a. Abiding by the schedule listed in this agreement. Deviation outside of these terms could lead to cancellation of this agreement and prohibiting OCYS use of City parks facilities and fields
 - b. All approval for any activity in a City park shall be routed through the Parks office and submitted through the field request form.
 - c. At no time is OCYS allowed to switch out locks or change combinations in preapproved storage spaces

- d. Secure and lock all facilities after use. Repetitive infractions could lead to cancellation of this agreement. Any damage incurred from not securing facilities after use will be the responsibility of OCYS.
- e. Portable toilets are to be placed as to allow for cleaning without driving into the park, except to service portable toilet placed at Chapin Park through back gate.
All toilets must be placed according to the maps in Appendix A. All portable toilets must be regularly serviced so they do not become problematic.
- f. Chapin wastewater holding tank service and pumping is the responsibility of OCYS.
- g. OCYS agrees to the following maintenance:
 - i. Dragging fields and fine-tuning, chalking, and custom mowing is the responsibility of OCYS. Coordination for dragging the fields must be completed prior to season commencing, and not interfere with other scheduled activities or park maintenance. Changes to the dragging field schedule must be coordinated a minimum of 5 business in advance.
 - ii. Artificial turf field maintenance as directed by manufacturer's maintenance protocol and warranty and will be included as addendum to this agreement.
 - iii. General garbage and site cleanup following practices, games, tournaments.
- h. Irrigation is NOT to be turned off at the pump house. Communicate with the Parks staff if adjustments need to be made to the timing, duration, or other irrigation settings. Sprinklers must be turned on for dust control.
- i. Any damage incurred to the irrigation system, fields, buildings, or other park property will immediately be reported to the Parks Department. Any repairs or work to be completed on the field, aside from general field preparation, should be discussed and coordinated through the Parks Department.
- j. Installation of fencing or signage must be approved by the Parks Department and appropriate plan reviews and permits as required by the City prior to installation.
- k. OCYS agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to drag the fields.
- l. Delineate historic account of amenities added over the years and confirm maintenance and/removal of those items on City property, I.E., shed used for OCYS storage within fenced area of parking lot at Wesley Lynn.
- m. Any improvements that OCYS makes to any City owned property, such as fields or facilities, will remain the property of the City. Any upgrades or improvements must be approved by the Parks Department and appropriate plan reviews and permits as required by the City.
- n. OCYS agrees to assume all liability for any injury to club participants or persons accompanying them while present on City premises unless such injury is caused by the City.

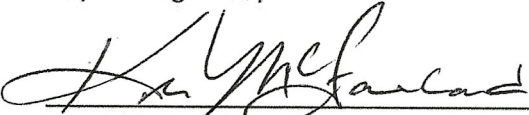
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- c. The City will not switch out locks for preapproved storage spaces. OCYS will have access to storage space during time approved and during the duration of the agreement.
- d. Securing and locking of all facilities (doors, portable restrooms, snack shacks) must be completed after use.
- e. City agrees to provide the approved location for all toilets delineating where they are to be placed as authorized by the Parks Department.

- f. City agrees the following maintenance and maintenance schedule: The Parks Department will work to prepare fields prior to the beginning of the season which will include spraying the fields and high-level maintenance. OCYS agrees to not drive in the park with vehicles, trailers, or other equipment, other than small equipment necessary to prepare for games.
 - g. Artificial turf field Maintenance will be determined.
13. INDEMNIFICATION/HOLD HARMLESS: To the fullest extent permitted by law, City shall not be responsible for any claims, damages, losses or expenses to lessee's property or money and such money and such losses shall not be covered by the City's liability or property insurance. In accordance with the insurance requirements set forth in this contract, the lessee [Oregon City Youth Sports] shall indemnify and hold harmless the City, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from loss or damage to money or property. This indemnification is limited to the extent caused or alleged to be caused by the negligent acts or omissions of the lessee [Oregon City Youth Sports], anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
 14. OCYS agrees to abide by and enforce all park rules and City ordinances related to Park. Failure to abide by any rule or ordinance shall be sufficient cause to prohibit further use of the park facilities and fields.
 15. OCYS agrees to carry a liability insurance policy for not less than \$2,000,000 for injury to one person, not less than \$2,000,000 for injuries to all persons arising out of a single accident or occurrence, and not less than \$2,000,000 for damages to property, or a combined single limit of not less than \$4,000,000. A copy of this policy shall be provided to City prior to OCYS use of the City park's facility and fields and shall name City as an additional insured.
 16. If the park facility or property of City located thereon is damaged or destroyed by reason of the negligence or intentional acts of OCYS members, employees and persons using the facilities or fields during the times that said facilities are subject to the use of OCYS reimbursement for replacement or repair thereof shall be made by OCYS to City; provided, however, that nothing herein contained shall be construed to obligate OCYS to make repairs for damage which is due to ordinary wear and tear. OCYS personnel must immediately notify facility staff of any damage to City property which has occurred during the times OCYS has use of the park's facilities and fields.

The following have been duly authorized to signify agreement to the terms of the above agreement on behalf of their respective governmental entities:

Kendall Reid, Parks and Recreation Director
City of Oregon City


Kris McFarland, President
Oregon City Youth Sports

Date

9/6/23
Date

Warner Parrott Rd

Item 9a.

Glacier St

Lassen Ct

Boynlon St

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Chapin Park

340 Warner Parrott Rd

Park Amenities

- Benches
- Children's Play Area
- Dog Pits
- Drinking Fountain
- Park Host
- Parking Spaces (60)
- Picnic Area
- Restrooms (seasonal)
- Soccer Fields
- Softball Diamonds
- Trail/Walking Path
- Trails

Shelter Information

- Shelter
- ADA Accessible
- BBQ (1)
- Electrical Outlets (1)
- Picnic Tables (7)
- Near Playground
- *Adult softball permitted only on Field 3; No baseball**



City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-652-0841 phone
503-652-6029 fax
www.oregoncity.org



1 in = 200 ft



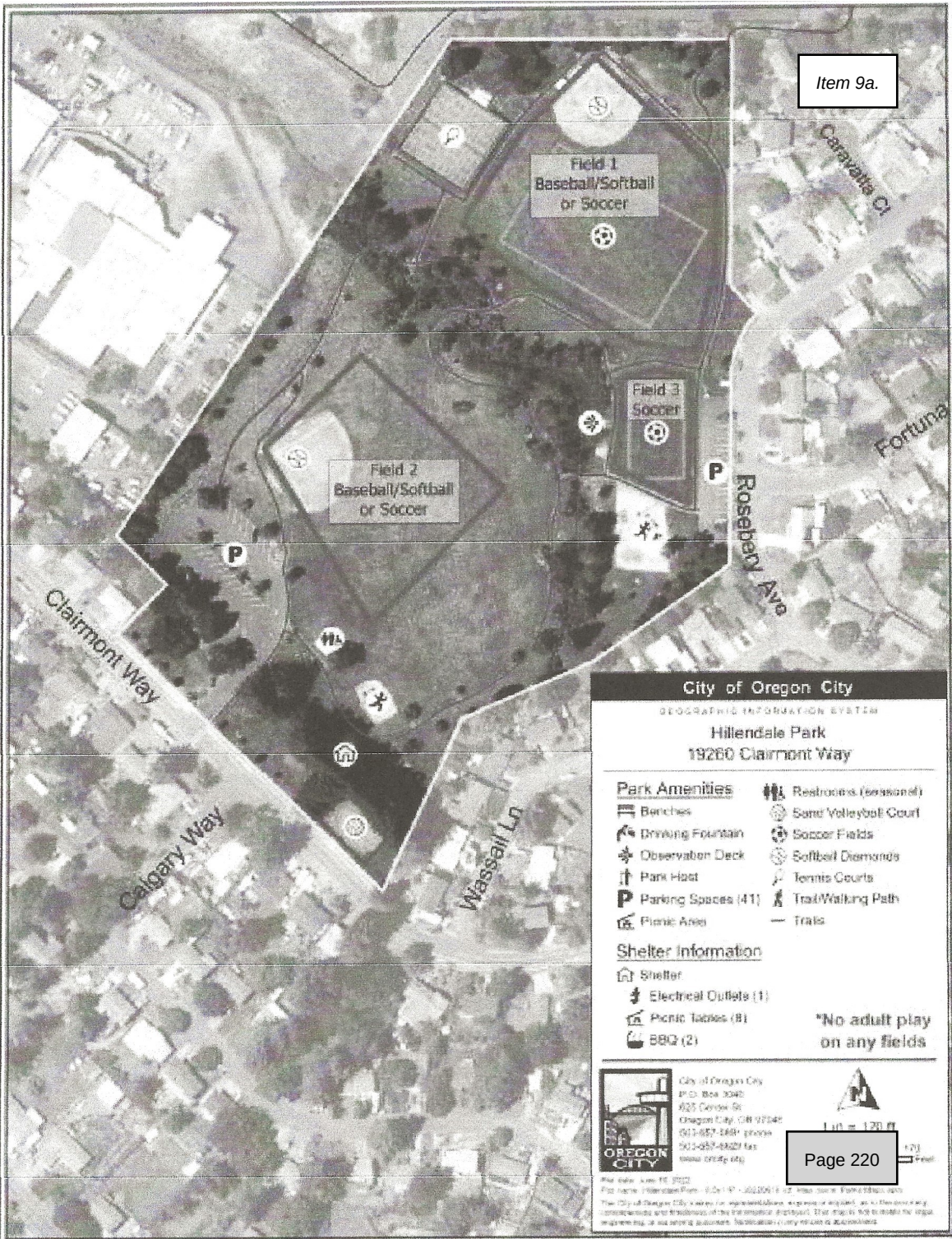
File date: March 25, 2012

File name: Chapin Park - E&S v P - 20090505.pdf Map name: Parks Maps.aprx

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.

Page 219

Item 9a.



City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Hillendale Park
19260 Clairmont Way

Park Amenities

Benches

Drinking Fountain

Observation Deck

Park Host

Parking Spaces (41)

Picnic Area

Restrooms (Seasonal)

Santitas Volleyball Court

Soccer Fields

Softball Diamonds

Tennis Courts

Trail/Walking Path

Trails

Shelter Information

Shelter

Electrical Outlets (1)

Picnic Tables (8)

BBQ (2)

***No adult play
on any fields**



City of Oregon City
P.O. Box 3040
405 Center St.
Oregon City, OR 97045
503-657-5881 phone
503-657-4429 fax
www.cityoforegon.org



1" = 120'

Page 220

120' Feet

File Date: June 10, 2022

File Name: HillendalePark - 021117 - 0020016.ctb Map Scale: Park Edition.aprx

This City of Oregon City is not for registered users, engineers or architects, as to the accuracy, completeness and timeliness of the information displayed. This map is not to be used for legal engineering or planning purposes. The information is for use only as a reference.

Brighton Ave

Barclay Ave

Harding Blvd

Park Dr

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Rivercrest Park - 131 Park Dr

Park Amenities

-  Basketball Court
-  Benches
-  Children's Play Area
-  Comhole
-  Drinking Fountain
-  Dog Pots

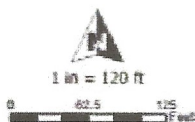
-  Parking Spaces (27 On Street)
-  Picnic Area
-  Restrooms (seasonal)
-  T-ball Diamond
-  Tennis Court

Shelter Information

-  General Shelter
-  BBQ (2)
-  Electrical Outlets (2)
-  Picnic Tables (8)
-  Parking Spaces (7)
-  Near Comhole
-  Spray Shelter (35 Max)
-  Electrical Outlets (2)
-  Picnic Tables (4)
-  Parking Spaces (8)
-  Near Spray Park
-  NO BBQ



City of Oregon City
P.O. Box 3640
525 Center St
Oregon City, OR 97045
503-657-8891 phone
503-657-8825 fax
www.cityofor.gov



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File date: April 1, 2022
File name: Rivercrest Park - 8.5x11P - 20220404.pdf Map name: Parks Maps.aprx

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Wesley Lynn Park
12901 Frontier Parkway

Park Amenities

- Benches
- Children's Play Area
- Dog Pots
- Drinking Fountain
- Off Leash Dog Area
- Park Host
- Parking Spaces (80)
- Picnic Area
- Restrooms (seasonal)
- Soccer Fields
- Softball Diamonds
- Trail/Walking Path
- Trails

Shelter Information

- Shelter
- ADA Accessible
- BBQ (2)
- Electrical Outlet (2)
- Picnic Tables (5)
- Water/Sink
- Near Playground

*Fields 1 & 2 -
Adult softball
permitted only;
No baseball



City of Oregon City
P.O. Box 2040
835 Center St
Oregon City, OR 97045
503-657-6881 phone
503-657-6829 fax
www.orcity.org



1 in = 200 ft

0 100 200 Feet

Print date: April 4, 2022

Print name: Wesley Lynn Park - 8.5x11 - 20220404.pdf map name: Parks.kml.apx

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.

Oregon City Youth Sports
Meeting August 10, 2023
City Hall – 5:00 pm

In attendance: Tony Konkol, Kendall Reid, Jinny King, Kori Buth, Chris, Scott Costanzo, Jen Costanzo

Struggling to capture all the logistics of the season:

OCYS is looking for status on where things stand currently?

- \$3.00 hourly charge (Commission decision)
- Who determines the usability of each field for rain-outs? We will leave that up to OCYS – you want the fields usable as much as the City does.
- Open to ideas on what the fees will look like for scheduling.
- Monthly reconciliation for rainouts/non-use. Will require OCYS to track usage more closely.
- Should the protocol be that you cancel the field when you cancel the umpire for each game?

Dates & Times

- Actual start times of the season are weather-dependent.
- Dates on the contract are capturing a range/window that allows for flexibility.
- Reassess as soon as schedules are available.
- March 1st is a blanket start date, but game schedules typically come out mid-April.
- How do we capture reschedules/changes?
 - Creating a shell of a contract for now
 - Trial run on communication/agreement/billing/schedules
 - Dedicated field for make-up games?
 - Establish a check-in to refine process
- How do we plan for darkness?
 - OCYS will need to track usage and report to Jinny
 - Track through SmartRec?
- Don't have anyway to back up facts due to lack of history so we can't come up with a general number/cost. Try this for one year.
- Have to go by our fields map – currently overlapping with field usage with soccer.
- 60-day notices
 - Shelter reservations can come in a year in advance
 - Makes for tricky coordination
 - Once schedules are available, share with Jinny
 - Some dates may have to be bumped due to existing reservations – tournament dates especially

Chapin Park

- Is there a date that water is turned on at parks? Dust gets kicked up when no access to water.
- MaintainX work order system would be a great communication tool between City and OCYS.
- HappiFeet is another communication tool option.

Updating language in Agreement Item #8

- Currently makes it sound as though OCYS is responsible for telling parents they can't use parks with their ball players.
- Intention is that once practice is over, field will clear out enough that it is apparent to public that the space is available for community use.

Condensing park usage to try to use all fields at one site, if possible, rather than spread practice across multiple parks

- Any way to organize that?

272 home games played last year between Wesley Lynn and Chapin Parks

Navigating Chapin Park

- Driving through park to drag fields
- Irrigation risks
- Porta Potty maintenance
- Snack shack deliveries
- What is the best way? Drive on asphalt path?
 - Not intended for continual vehicle use
- More conversations coming

Wastewater holding tank at Chapin Park snack shack is owned by OCYS

- OCYS is responsible for the maintenance
- Add to contract?

Locking Facilities

- OCYS to create procedures for facilities security
- Remove garbages
- Lock/secure facilities and porta potties

Kori Buth

From: Kori Buth
Sent: Monday, September 11, 2023 3:31 PM
To: Kori Buth
Cc: Kendall Reid
Subject: Sports Field MOU's - City Commission Meeting: September 20th

Good afternoon!

You are invited to the City Commission Meeting on Wednesday, September 20th, where we will be discussing the sports groups MOU's and field usage fees. The meeting will take place at the Robert Libke building at 7:00 pm. As soon as the agenda and meeting link are available, I will send them your way.

Please RSVP your attendance to this email.

Thank you so much,
Kori



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 09/20/2023

SUBJECT:

Consider Approval of an Intergovernmental Agreement (IGA) between Clackamas River Water (CRW) and Oregon City relating to Provision of Water Service to the Thimble Creek Concept Plan Area of the City of Oregon City

STAFF RECOMMENDATION:

Approve and authorize the City Manager to execute the IGA between CRW and City of Oregon City, establishing an additional option to provide temporary water services to the Thimble Creek Concept Plan Area.

EXECUTIVE SUMMARY:

CRW and the City have been working to identify a path forward to supply adequate supply and pressure water service to the Oregon City Golf Course area. This IGA allows an option for that moving forward.

BACKGROUND:

CRW and the City desire to provide water service in an orderly, efficient, and non-duplicative manner. Future water facilities are needed to serve a portion of the City's Thimble Creek Concept area. Future developments will be subject to the City's adopted Water Distribution Master Plan (WMP), the City's recommended Capital improvement Program (CIP) and the Thimble Creek Concept Plan area.

The Thimble Creek Concept Plan area is located within the city limits and was annexed by the city in 2004. This area has yet to be withdrawn from the CRW service area. CRW currently provides a water service to the Oregon City Golf Course; therefore, CRW remains the designated water service provider.

In consideration of future development plans inside the Thimble Creek Concept Plan area the city has taken several steps to support development in the area:

- In 2008, the City adopted the Beavercreek Road Concept Plan (BRCP) as required by Metro regulations to set out the future development of the entire area.
- The adoption of the BRCP was remanded by LUBA in Graser-Lindsey v. City of Oregon City, 59 Or LUBA 388 (2009), due to inconsistencies that were required to be resolved by Metro.
- In 2016, after Metro resolved the inconsistencies, the City re-adopted the BRCP and defended it successfully from another land use appeal. Graser-Lindsey v. City of Oregon City, 74 Or LUBA 488 (2016).
- In 2020, the city readopted the Beavercreek Concept Plan and renamed it the Thimble Creek Concept Plan that set the path for the development of this area.
- In addition, while the state and Metro mandated planning process was occurring, the city also altered its public facilities plans to ensure that the city would be able to accommodate the growth that would occur with the area.

Each of the above actions was legally required, either by state statute or the Metro code, to urbanize rural land.

Aside from the legally required actions by the City in the implementation of the future development of the Thimble Creek Concept Area, the City has taken steps to adopt an updated water CIP that will provide expanded service to the City's upper zone system above 475 feet. The City received voter approval in November 2021 to help finance the needed water system improvements and the City applied for, and received a federal loan to fund the design and construction of the water infrastructure that will improve the existing water service and provide for water service to the Area.

This IGA provides the City and CRW with agreement on a short-term service plan option should development occur before the city is ready to serve the area on its own. The IGA includes several provisions to ensure CRW and the needs of their customers are met while also providing the City with some flexibility during the next 3-5 years while this critical water infrastructure is built.

This intergovernmental agreement is a secondary option to assure orderly and efficient water services to this area. The City can produce sufficient water supply for the site; however, the developer may elect, or be required, to construct the necessary facilities to produce enough water pressure for the site through land use approval while the city is working to complete the water infrastructure.

Through the term of this IGA, CRW and the City agree that it is anticipated that CRW will have sufficient resources and facilities to provide the City an intertie connecting the two parties water systems at an approximate location near the Oregon City Golf Course.

CRW and the City agree that it is in the best interest of citizens of the City and CRW's customers to enter into a formal agreement setting forth the intention of the parties regarding CRW's provision of water service to the City to allow the City to serve the area.

OPTIONS:

1. Authorize the City Manager to execute the Intergovernmental Agreement.
2. Authorize the City Manager to execute the Intergovernmental Agreement with specific modifications.
3. Deny the Intergovernmental Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

INTERGOVERNMENTAL AGREEMENT

RELATING TO PROVISION OF WATER SERVICE TO THE THIMBLE CREEK CONCEPT AREA OF THE CITY OF OREGON CITY

THIS AGREEMENT is made and entered into by and between CLACKAMAS RIVER WATER ("CRW"), a domestic water supply district created pursuant to ORS Chapter 264, and the CITY OF OREGON CITY ("City"), an Oregon municipal corporation. CRW and the City are hereinafter referred to as the "Parties."

RECITALS:

- A. The City and CRW each operate separate public water systems for domestic purposes to the residents in their respective service areas. The Parties acknowledge that they have the authority to execute this intergovernmental cooperative agreement pursuant to ORS 190.003 to 190.030.
- B. CRW and the City desire to provide water service in an orderly, efficient, non-duplicative manner and as provided for within the City's adopted Water Distribution Master Plan (WMP), and CRW's adopted Water System Master Plan.
- C. The owner and developer (the "Owner/Developer") of certain real property within the City (the "Development") intends to seek development approval for the property. The Development is within the CRW district boundaries and also is within the Oregon City city limits and Oregon City Urban Growth Boundary. CRW has existing infrastructure, system pressure and capacity to serve portions of the Development. As of the date of this Agreement, the City does not have the system pressure needed to serve the Development.
- D. The City's current 2012 WMP, as amended in 2021, is the City's guiding document for the planning of the City's water distribution system to meet both existing and future projected water demands and provides recommendations for a Capital Improvement Program (CIP) for future water infrastructure improvements.
- E. The City's recommended CIP includes water system improvements that will provide expanded service to the city's upper system above 475 feet, including portions of the City's Thimble Creek (Beavercreek Road) Concept Area, as shown on Exhibit A (the "Area"). The Development is within the Area.
- F. The City received voter approval in November 2021 to take on debt to support its water system improvements.
- G. The City has received federal grants and a WIFIA loan to fund design and construction of water infrastructure that will improve the existing water service and provide for water service to the Area. Said loan closed on July 20, 2023, and improvements are anticipated to be completed by 2027 year end.
- H. CRW and the City anticipate that CRW, through the term of this Agreement, will have

system capacity to provide interim water service to development within a portion of the Area in accordance with Section 6 (Flow Rates), listed hereinafter. The location and manner of connection from CRW's system to City infrastructure in the Area will be established in a Memorandum of Understanding approved by the City's City Manager and CRW's General Manager (the "MOU").

- I. This Agreement sets forth the intention of the Parties regarding CRW's provision of interim water service to the City in order to allow the City to serve development in the Area.
- J. The Parties will coordinate agency review and oversight of the third-party design and construction of the Owner/Developer required infrastructure necessary to accomplish the purposes of this Agreement as provided in the MOU.

NOW, THEREFORE, the premises being in general as stated in the foregoing recital, IT IS AGREED by and between the Parties hereto as follows:

1. **EFFECTIVE DATE:** This Agreement shall take effect on _____, 2023, and shall remain in effect until the earlier of December 31, 2028, or the date on which the City is able to serve the Area through a connection to the City's water system. The term of this Agreement may be extended by mutual written agreement of the parties, which shall be requested by City in writing no later than 180 days prior to the expiration of the term.
2. **COORDINATION:** The Parties hereby establish a cooperative approach to managing activities related to the provision of water to the Area, including infrastructure and capital planning, building and construction permitting, construction plan review, and final construction and acceptance. Without limitation:
 - a. CRW is responsible for approval and coordination with the City and Owner/Developer on construction and connection requirements associated with providing water service from CRW's water system to the Development.
 - b. All costs associated with a connection to CRW's water system to serve the Development, including without limitation design review and inspection fees, will be paid by City and in accordance with CRW adopted payment policies.
 - c. The City shall require Owner/Developer to construct the intertie (the "Intertie") and appurtenances as further identified in the MOU at Owner/Developer's cost.
 - d. Upon complete construction by the Owner/Developer, and acceptance of the Intertie by the City and CRW, CRW shall own, operate, and maintain the Intertie and associated appurtenances, and the City shall own, operate, and maintain the water transmission main beyond the Intertie.
 - e. The City is responsible for the collection and administration of Oregon City Water System Development Charges and South Fork Water Board System Development

Charges generated in the Development.

- f. The City shall require the Owner/Developer to obtain all necessary permits and governmental approvals for constructing the said infrastructure, including applicable permits from Clackamas County for construction of any infrastructure within Beavercreek Road public right-of-way, the coordination with CRW for CRW's technical plan approval(s), permitting approvals, and construction inspections as applicable for the Intertie, and all necessary permits and approvals from the City.
 - g. The City shall provide timely notice to CRW, and furnish materials for review, when the City receives submittals for design phase and final construction plans and building application(s) for the said infrastructure, being the Intertie, appurtenances, and related water main.
 - h. The City shall require the Owner/Developer to provide relevant developer submittals, including without limitation submittals related to Intertie materials and schedules, to CRW for review/concurrence, as applicable.
 - i. The City shall provide timely notice to CRW, including the opportunity to attend water system design, preconstruction, or construction meetings with Owner/Developer.
 - j. The City shall provide CRW at least thirty (30) days' advance written notice of the day it will begin serving the Development through a connection to the City's water system.
 - k. If the City and CRW agree the Intertie should be decommissioned, all costs for the decommissioning, abandonment, and removal of a relevant connection to CRW's water system shall be paid by the City at the time the connection is no longer necessary to effectuate this Agreement. The City's agreement that the Intertie should be decommissioned shall not be unreasonably withheld. The obligations in this paragraph will survive the expiration of this Agreement.
 - l. The City shall initiate withdrawal of the Development property from the CRW district pursuant to ORS 222.524 no later than six (6) months after it begins providing water to the Development through a connection to the City's water system.
 - m. All provisions in this Section 2 relating to the Owner/Developer and the Development shall apply to any other owner/developer and development provided water within the Area pursuant to this Agreement, including the use of a memorandum of understanding to determine the manner and location of the connection between the Parties' water systems.
3. **SUPPLY OF WATER:** During the term of this Agreement and pursuant to its terms and conditions, CRW agrees to wheel to and provide a supply of potable water to the City in the amount necessary to allow the City to serve the Area with sufficient water as defined in Section 6.

4. **LIMITATION OF SUPPLY:** The Parties understand and agree that CRW anticipates a supply of water sufficient to furnish the City with water service at the Intertie and allow the City to serve a portion of the Area based on the flow rates described in Section 6 of this Agreement. For purposes of this Agreement, water provided to the City by CRW is considered to be available from CRW's Beavercreek Pressure Zone. In the event CRW is unable to furnish a sufficient supply of water to the City during the term of this Agreement, CRW shall give reasonable notice to the City and it is agreed that CRW shall not be held liable on account of any such inability or related curtailment. The City may, at its discretion, obtain and use water from the City's distribution system maintained by the City or from other sources at any time during the term of this Agreement, with reasonable notice to CRW.

5. **SERVICE REDUCTION:** CRW agrees to exercise reasonable diligence and foresight to repair and replace its distribution system to maintain water volume, pressure and flows, as CRW is currently able to provide. The estimated normal flow rates and emergency fire flow rate are described in Section 6 below. If a general emergency or water shortage requires restriction on the delivery of water, then general restrictions placed upon deliveries to the City shall be determined per CRW's current *Water Management and Conservation Plan*.

6. **FLOW RATES:** The following estimated increased flow rates are based on the flow rates CRW currently is able to provide pursuant to its water system hydraulic model, including any limitations, and shall be deemed to be sufficient for the purposes of this Agreement:
 - Estimated Average Daily Demand (ADD) gallons per minute = 40
 - Estimated Maximum Daily Demand (MDD) gallons per minute = 110
 - Fire Flow Requirement = 1,500 gpm @ 20 psi

7. **RATES AND CHARGES:** The City shall be billed monthly for the water sold under this Agreement, and payment shall be made within 30 days of billing.
 - a. The wholesale rate paid for water passing through the Intertie shall be based on the rate charged to CRW by South Fork Water Board (SFWB) plus CRW O&M Rate of \$1.236 per ccf established on January 1, 2023. The portion of the wholesale rate based on the rate charged to CRW by SFWB will be adjusted the month following any adjustment to the SFWB rate. The O&M Rate will be adjusted annually effective on January 1 based on the ENR CCI for Seattle for the prior September.

 - b. The City shall pay CRW a charge of \$1,000 per initial service connection within the Area while this Agreement is in effect, due and payable within sixty (60) days after a customer is connected to water service for the first time. To facilitate this charge, the City will provide CRW with a quarterly report identifying all customers connected to water service for the first time.

 - c. The charge set out in Paragraph 7(b) of this Agreement shall increase to \$1,750 per initial service connection beginning five (5) years following the effective date of this

Agreement. By way of clarification, this Paragraph 7(c) will not become effective unless the Agreement is extended by mutual agreement of the parties as provided in Section 1 of this Agreement.

8. TIMELINE:

The Parties agree to develop a timeline for each of the respective construction obligations outlined in this Agreement that is mutually agreeable to all Parties. It is anticipated that the Development's projected phased development and water demand will begin in the summer of 2025.

The City has received grants and loans to fund design and construction of water infrastructure that will improve the existing water service and provide for water service to the Area. Oregon City's water system improvements are anticipated to be completed in 2027.

- 9. RESPONSIBILITIES CONCERNING CONNECTION AND METER(S):** CRW agrees that if an Intertie meter is required by the MOU, said meter shall be checked and its accuracy certified annually by a qualified meter technician at the expense of CRW. Should the meter at any time fail to accurately measure the water passing through said meter, the charge for such water delivered during the time the meter is not properly functioning shall be based on an estimate by CRW that considers records for City usage for the period out of service. The City will provide CRW with customer water use information for the period the meter was not functioning. CRW agrees to notify the City prior to repairing the meter and to repair the meter expeditiously. The City or its agents shall contact CRW for access to the metering vault, as needed. CRW and the City further agree that any new system interconnection, or replacements of existing system interconnections, shall require the prior approval of CRW and the City. This obligation will survive the expiration of this agreement until a time when an Intertie meter is no longer needed.
- 10. LIMITATIONS ON LIABILITY:** No liability on behalf of the CRW or its officers, directors, employees or agents shall arise from any curtailment or interruption of service consistent with the terms of this Agreement. The City agrees to defend, indemnify and hold CRW harmless for claims brought by or through the City's customers for damage of any nature resulting from such curtailment or interruption of service except for claims attributable to negligence by CRW or the deliberate action by CRW contrary to the terms of this Agreement.
- 11. MAINTENANCE:** CRW shall own, operate, maintain, repair and replace all water system facilities necessary to furnish water to the Intertie. CRW shall impose no charges other than established pursuant to Section 7.
- 12. AMENDMENT PROVISION:** The terms of this Agreement may be amended or supplemented by a mutual agreement of the Parties. Any amendments or supplements shall be in writing, shall refer specifically to this Agreement, and shall be executed by the Parties.

13. **DISPUTE RESOLUTION:** The Parties hereby agree that resolution of any and all disputes arising out of the terms of this Agreement or interpretation thereof shall follow a prescribed process beginning with negotiation and subsequently moving to mediation, provided the dispute remains unresolved. Within thirty (30) days following receipt of written notice regarding a dispute, the Parties shall assign a representative to participate in good faith negotiations for a period not to exceed sixty (60) days.
- a. If after the sixty (60) day period of negotiation (or a period not to exceed ninety (90) days following the original date of receipt of notice regarding the dispute), the dispute(s) cannot be resolved, the Parties agree to submit the matter to non-binding mediation. The Parties shall attempt to agree on a mediator in a period not to exceed thirty (30) days (or a period not to exceed one hundred twenty (120) days following the original date of receipt of notice regarding the dispute) and proceed accordingly.
 - b. After exhaustion of the preceding processes, either Party may initiate litigation in the Circuit Court of the State of Oregon for Clackamas County. Moreover, each Party shall bear its own legal and expert witness fees at all stages of the dispute resolution process, including at trial or on any appeals. In addition, nothing shall prevent the Parties from waiving any of the steps by mutual consent.
 - c. The Parties agree that the service and commodity provided by CRW pursuant to this Agreement is a special contract service and is not provided by CRW as a common utility service.
14. **OTHER NECESSARY ACTS:** The Parties shall execute and deliver to each other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
15. **SEVERABILITY:** If one or more of the provisions contained in this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall continue in full force and effect.
16. **NOTICES:** Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the Parties as follows:

Clackamas River Water:
 General Manager
 Clackamas River Water
 PO Box 2439
 Clackamas, OR 97015

Oregon City:
 City Manager
 City of Oregon
 City 625 Center Street
 Oregon City, OR 97045

These addresses may be changed by written notice to the other Party.

17. **NO THIRD-PARTY BENEFICIARIES:** The Parties to this Agreement are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons.
18. **NONWAIVER:** Failure by any Party at any time to require performance by the other Party of any of the provisions of this Agreement shall in no way affect such Party's rights hereunder to enforce the same, nor shall any waiver by either Party of the breach of this Agreement be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
19. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
20. **COMPLIANCE WITH LAWS:** In connection with their activities under this Agreement, both Parties shall comply with all federal, state, and local laws, comprehensive plans and ordinances applicable to this Agreement, or any work performed pursuant to this Agreement.
21. **INDEMNIFICATION:** To the maximum extent permitted by law and subject to the limitations of the Constitution and laws of the State of Oregon regarding units of local government, the Parties shall hold harmless, defend, and indemnify each other, its governing bodies, officers and employees, from any claims for damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by the indemnitor's negligent performance or negligent failure to perform under this Agreement.
22. **ASSIGNMENT:** Neither Party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without written approval of the other Party, which shall not be unreasonably withheld.
23. **BINDING EFFECT:** The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors of the Parties hereto.
 - a. The City and CRW represent that the person signing this Agreement on each Party's behalf is duly authorized to bind it to the terms of this Agreement.
 - b. Successors and Assigns. All the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective legal representatives, successors and assigns.
24. **COUNTERPARTS:** This Agreement may be executed in several counterparts, all of which taken together constitute the Agreement and is binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals as of the date and year herein above written.

The Board of Commissioners of Clackamas River Water has acted in this matter and the Agreement is approved by its Board on the ____ day of _____, 2023.

The City of Oregon City has adopted the Agreement by its City Commission on the ____ day of _____, 2023.

CLACKAMAS RIVER WATER

CITY OF OREGON CITY

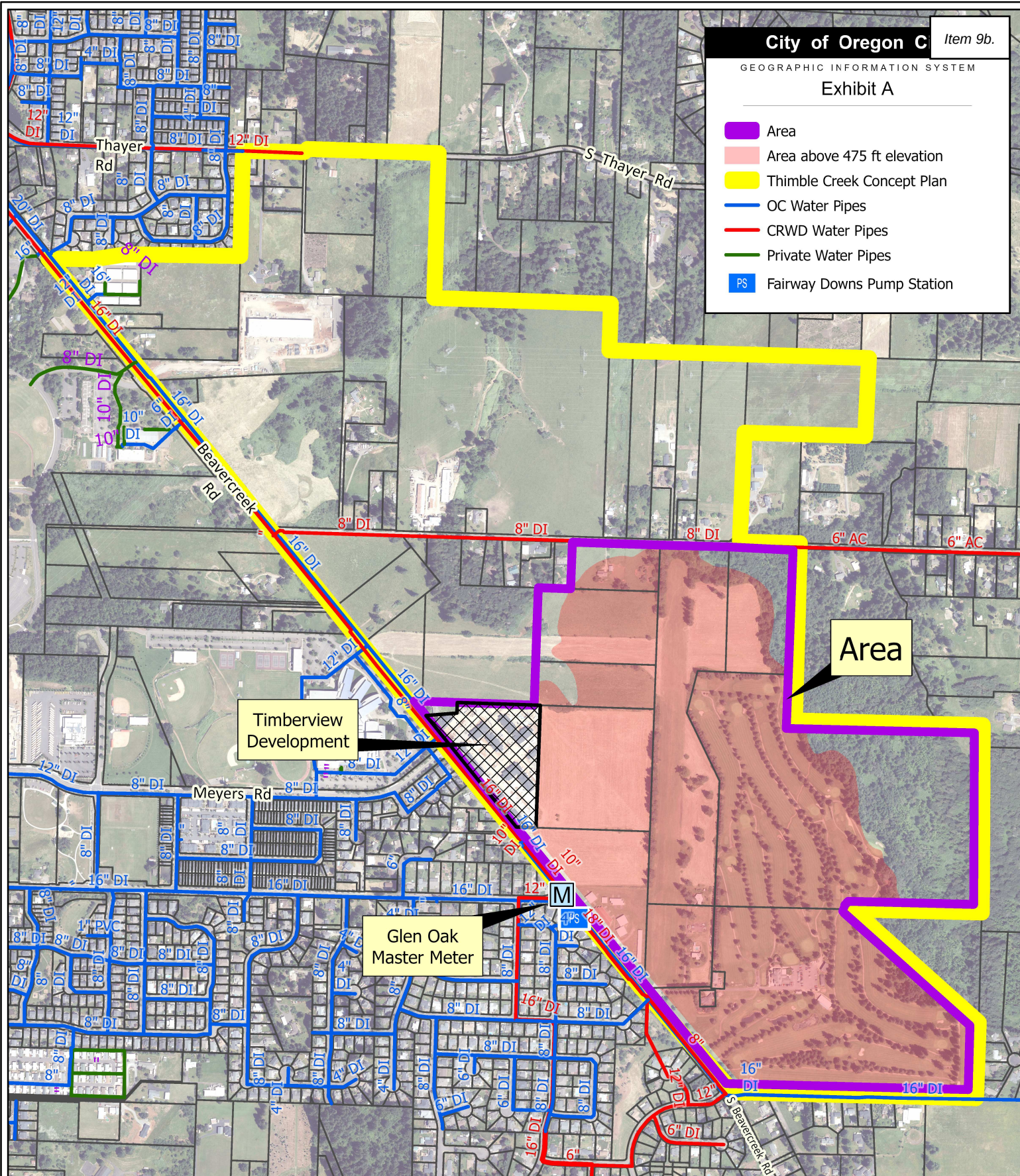
ATTEST

ATTEST

APPROVED AS TO FORM

APPROVED AS TO FORM

Exhibit A



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.



0 500 1,000 Feet

1 inch = 900 feet

City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.orcity.org



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Date: 5/16/2023
Map Name: Thimble Creek Pressure Zone
Plot Name: Exhibit A - 8.5x11P - 20230516.pdf



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Manager, Tony Konkol

Agenda Date: 09/20/2023

SUBJECT:

Local authorization to prohibit psilocybin facilities.

STAFF RECOMMENDATION:

Staff requests direction from the City Commission.

EXECUTIVE SUMMARY:

Local governments may adopt ordinances that prohibit issuing psilocybin service centers and/or manufacturing licenses within their jurisdiction. After an ordinance prohibiting psilocybin service centers and/or manufacturing is adopted by a local government, the prohibition must be referred to the voters at the next general election. The City Commission requested this item be brought forward to determine if an ordinance should be considered to prohibit psilocybin service centers and/or manufacturing in the city limits of Oregon City.

BACKGROUND:

The Oregon Psilocybin Services section of the Oregon Health Authority processes licenses for the Psilocybin service centers and manufacturing facilities as required by the passage of Measure 109 by the voters of Oregon.

Measure 109 created a program for administering psilocybin products, such as psilocybin-producing mushrooms and fungi, to individuals aged 21 years or older. As of 2020, the manufacturing and consumption of psilocybin was illegal under both federal law and state law.

Under Measure 109, the Oregon Health Authority (OHA) is responsible for establishing the program and creating regulations. Clients would be allowed to purchase, possess, and consume psilocybin at a psilocybin service center and under the supervision of a psilocybin service facilitator after undergoing a preparation session.

The Oregon Health Authority (OHA) determines who is eligible to be licensed as a facilitator, determines what qualifications, education, training, and exams are needed, and creates a code of professional conduct for facilitators. OHA would set psilocybin dosage standards and labeling and packaging rules.

Measure 109 allowed cities and counties to place referendums on local ballots to prohibit or allow psilocybin-product manufacturers or psilocybin service centers in their jurisdictions.

What is psilocybin?

The initiative defined *psilocybin products* as "psilocybin-producing fungi and mixtures or substances containing a detectable amount of psilocybin." According to the Drug Enforcement Administration, psilocybin is a "hallucinogenic chemical obtained from certain types of fresh and dried mushrooms." The mushrooms containing psilocybin are also known as magic mushrooms, hallucinogenic mushrooms, or shrooms.

As of 2020, psilocybin was classified as a Schedule I drug by the DEA. According to the Controlled Substance Act passed in 1971, Schedule I drugs are not approved for medical use and have a high potential for abuse and dependence.

Drug Policy Alliance, a 501(c)(3) nonprofit organization that actively promotes drug policy reform legislation, said that psilocybin is not addictive because "the human body quickly builds tolerance to psilocybin, such that people require much higher doses after only a few days of repeated use, making it extremely difficult to have any effect after more than four days of repeated usage."

In 2019, the FDA designated psilocybin therapy as a *breakthrough therapy* for two clinical trials being facilitated by Compass Pathways and Usona Institute studying the effects of psilocybin on severe depression and major depressive disorder. The designation is meant to "expedite the development and review of drugs that are intended to treat a serious condition."

OPTIONS:

1. Direct staff to prepare an ordinance prohibiting psilocybin service centers and manufacturing facilities in Oregon City.
2. Direct staff not to prepare an ordinance prohibiting psilocybin service centers and manufacturing facilities in Oregon City.