

CLACKAMAS RIVER WATER
BOARD OF COMMISSIONERS
REGULAR MEETING



Clackamas River Water

Held at 16770 SE 82nd Dr. Clackamas, OR 97015

**This Meeting will have both an in person and remote option for attending
December 8, 2022 at 6:00pm**

AGENDA

Public Comment: If there is a member of the public that wishes to address the Board, they are encouraged to submit a request through email to kholzgang@crwater.com no later than 4pm the day of the meeting.

Members of the public are welcome to speak for a maximum of three minutes, citizens must state their name, address, if they are a customer or not for the record. Public comment provided at the *beginning* of the agenda will be reserved for comment on agenda items, special presentations, letters, and complaints. Public comment as listed at the *end* of the agenda will be for the purpose of “wrapping up” any remaining concerns.

Anyone who wishes to attend the meeting remotely may do so by internet at <https://us02web.zoom.us/j/89484365484> or by calling the following number 1-253-215-8782 and join meeting/89484365484#. **Passcode: 233121**

REGULAR BOARD MEETING @ 6:00pm

Call to Order, Pledge of Allegiance and Roll Call - *Sherry French, President*

- a. Approval of the Agenda

Public Comment (*see blue box at the top of the agenda*)

Presentation

Insurance Renewal Presentation- *Jeff Griffin, WHA Insurance*

Action Items

1. **Consider Approval of Grant Agreement in Support of Clackamas River Water Providers Consortium (CRWP) Emergency Drinking Water Planning-** *Beth McGinnis, Emergency Manager*
2. **Consider Contract Award: Redland Road Waterline Material Procurement, CIP 21-5273-** *Joe Eskew, Engineering Manager*
3. **Consider Approval of the Contract Renewal of K & D Flagging-** *Adam Bjornstedt, Chief Engineer*
4. **Consider Approval of Resolution 04-2023 Delegating Contracting Authority to the General Manager for Certain “Add-Work” Projects-** *Todd Heidgerken, General Manager*
5. **Consider Approval of Contract With Harrang Long Gary Rudnick for General Counsel Services-** *Todd Heidgerken, General Manager*
6. **Consider Approval of Resolution 05-2023 – Legislative Action Policy-** *Todd Heidgerken, General Manager*
7. **Consider Approval of Resolution 06-2023 Updating Wholesale Water Rates Charges to Oregon City Effective January 1, 2022-** *Todd Heidgerken, General Manager*

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8. Consider Approval of Resolution 07-2023 Updating Wholesale Water Rates Charges to Oregon City Effective January 1, 2023- *Todd Heidgerken, General Manager*

Consent Agenda

- CA-1: **Gross Payroll and Accounts Paid: November 2022**– *Jason Kirkpatrick, Chief Financial Officer*
- CA-2: **Cash Position and Transfers: November 2022**– *Jason Kirkpatrick, Chief Financial Officer*

Informational Reports

9. Management Report – *Todd Heidgerken, General Manager*
10. Public Comment (*see blue box at the top of the agenda*)

Commissioner Business

11. Commissioner Reports and Reimbursements

Adjourn regular meeting

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Clackamas River Water Insurance Renewal Overview

PRINCIPAL STAFF PERSON Jeff Griffin, WHA Insurance

DOCUMENTS ATTACHED None

Agenda Summary

BACKGROUND As part of District’s continued strategy to manage risk, we conduct an annual review of insurance coverages. Assisting CRW with its review of coverage needs is the District’s insurance agent of record, Mr. Jeff Griffin, President of WHA Insurance (*See Section 4.7 of the CRW Board Policies*).

The District’s insurance coverages include the following areas:

- General Liability
- Property/Auto
- Excess Liability
- Crime
- Director’s and Officer’s
- Employment Practices Liability
- Workers Compensation (renews in July)

Staff has worked with Mr. Griffin to review our list of assets, property, facilities, and other insurance needs as indicated above. Mr. Griffin will provide an overview of the insurance market, District coverage, and be available to answer the Board’s questions. The process for renewing insurance is underway, with final premiums anticipated in December 2022 for a January 1, 2023 renewal date.

**CLACKAMAS RIVER WATER
REGULAR BOARD MEETING**

December 8, 2022

SUBJECT: Consider Approval of Grant Agreement in support of Clackamas River Water Providers (CRWP) Emergency Drinking Water Planning

DRAFT MOTION	Move the Board approve the Grant Agreement in support of Clackamas River Water Providers (CRWP) Emergency Drinking Water Planning and authorize the general manager to sign on behalf of Clackamas River Water.
EFFECTIVE DATE	December 8, 2022

PRINCIPAL STAFF PERSON Beth McGinnis, Emergency Manager
BOARD ACTION REQUESTED Approve Grant Agreement

DOCUMENTS ATTACHED **Exhibit A:** Grant Agreement between Oregon Department of Emergency Management and Clackamas River Water

Agenda Summary

BACKGROUND To support emergency planning for our community’s need for emergency drinking water in the first two weeks post catastrophic disaster, CRW applied for and has received a State Homeland Security Program (SHSP) grant in partnership with Clackamas County.

Of the CRWP membership, CRW can manage this award in our accounting department due to adherence to federal award accounting practices. Also, our Emergency Management program maintains National Incident Management System (NIMS) compliance, a requirement of all grantees. By serving as the in-kind administrative body for this award, CRW is contributing to the effort to support basin-wide planning across the membership to determine our collective tactics and resource needs to achieve emergency drinking water provision in Clackamas County.

Outcomes of the award include: a series of 3 workshops to develop a common approach to the catastrophic disaster situation, drafting of an Emergency Response Plan (ERP) annex for CRWP members to add to their plans describing the approach and tactics, and a tabletop exercise testing the annex. The grant will allow CRW to procure a contractor to support these activities from January 2023 to November 2024.

Proposed CRW fiscal year breakdown of project award:
 FY23: \$4,000; FY24: \$18,400; FY25: \$9,000

STAFF RECOMMENDATION Approve the grant agreement

Exhibit A**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067****Clackamas River Water****\$31,400.00****Grant No: 22-241**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Emergency Management, hereinafter referred to as “OEM,” and **Clackamas River Water**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2022**, and ending, unless otherwise terminated or extended, on **September 30, 2024** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subagreement Insurance Requirements**

Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

- 3. Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$31,400.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2022 State Homeland Security Program (SHSP) grant.
- 4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
- 5. Performance Reports.**
 - a.** Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address

specific information regarding the activities carried out under the FY 22 State Homeland Security Program.

- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Reimbursement Process.**
 - i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
 - iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.
- c. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

d. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more

than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program 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.
 - iii. 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, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or

arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient 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, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a

waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Clackamas River Water

STATE OF OREGON, acting by and through its
Department of Emergency Management

By _____

By _____

Name Todd Heidgerken
(printed)

Name _____
(printed)
Preparedness Section Manager, OEM

Date December 8, 2022

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Subrecipient's Legal Counsel

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date 9/13/22

Date _____

Subrecipient Program Contact:

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Clackamas County
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Subrecipient Fiscal Contact:

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EXHIBIT A

Project Description and Budget

I. Project Description

Clackamas River Basin Strategies for Emergency Water Delivery

This grant will fund the planning and exercise activities of Clackamas River Water with the Regional Disaster Preparedness Organization, Regional Water Provider Consortium and the Clackamas County Disaster Management and other public health partners. The focus of the planning and training will be providing safe drinking water during a terrorist event or other catastrophic event.

II. Budget

Grant Funds:	\$31,400
Total Budget:	\$31,400
Planning	\$27,400
Exercises	\$3,000
Total (Grant)	\$31,400

EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to “recipient” include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and

policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. 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). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the subagreement, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clackamas River Water
 - (ii) Sub-recipient's Unique Entity Identifier (UEI): RXWZJNNE48V3
 - (iii) Federal Award Identification Number (FAIN): EMW-2022-SS-00045
 - (iv) Federal Award Date: September 1, 2022
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2022, to September 30, 2024
 - (vi) Sub-award Budget Period State and End Date: From October 1, 2022, to September 30, 2024
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$31,400.00
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$31,400.00
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$31,400.00
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$8,647,500
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 13.2%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Consider Contract Award: Redland Road Waterline Material Procurement, CIP 21-5273

DRAFT MOTION	Move to award the Redland Road Waterline Material Procurement contract to H D Fowler for the amount of \$170,976.32 and authorize the General Manager to sign the completed contract.
EFFECTIVE DATE	December 8, 2022

PRINCIPAL STAFF PERSON Joseph D. Eskew PE – Engineering Manager

BOARD ACTION REQUESTED The Board is requested to authorize a procurement contract for \$170,976.32 to purchase the Redland Road Waterline Materials.

DOCUMENTS ATTACHED Exhibit A: Budget Item Narrative
Exhibit B : Procurement Packet, Pages 1-3.

Agenda Summary

BACKGROUND This material procurement is part of the Redland Road Waterline – Phase 1 project that was included in the adopted 2021-2023 Biennial Budget and is further described in Exhibit A.

Clackamas County Development agency has undertaken a project along Redland Rd. for road improvements and left turn lanes at Ferguson Rd. and Bradley Rd. This project has been anticipated and coordinated with County staff to incorporate water improvements into the project via an IGA, to be negotiated after construction bids are received. In preparation of the County project, CRW hired the same engineering consultant (PBS Engineering) to perform the waterline design in conjunction with the roadway design. That design is nearing completion. The County schedule shows project bids to be received in March 2023. Staff will return to the Board with the construction contract IGA when a general contractor has been selected.

Due to anticipated difficulties with manufacturing and delivery of waterworks parts, staff recommends purchasing the bulk of the waterline materials now to prevent delays in material delivery after the County has selected a general contractor. CRW has been informed that pipe and valves currently have lead times up to 24 weeks, while lead times for service materials are up to 30 weeks. Delays of this magnitude would prevent CRW's participation in the County project.

ANALYSIS

CRW conducted this Bid Solicitation process directly as a Special Procurement as outlined in the CRW Local Contract Review Board Rules, Section 110-012.f.2 Contract Exceptions and Exemptions; Special Procurements; Distribution and Treatment System related Repair, Maintenance and Overhaul Public.

CRW publicly advertised through the Oregon Buys program and received quotes from three (3) vendors. Upon review, the proposal from HD Fowler for \$170,976.32 was determined to meet the District's solicitation requirements and serves the best interest of the District.

**STAFF
RECOMMENDATION**

Staff recommends that the procurement contract be awarded to HD Fowler in the amount of \$170,976.32.

CAPITAL IMPROVEMENT PROJECTS

DESCRIPTIONS

FY 2021-2023

**AG-2
EXHIBIT A**

Redland Rd. Waterline – Phase 1

Purpose: To design and construct a new waterline to replace existing 8-inch 1960's-era Cast Iron water mains. This is the first phase of projects to replace a waterline that has been identified in the 2019 Water System Master Plan as hydraulically deficient and in need of upgrade.

Completion of the Redland Rd. main will, in part, allow transfer of water from the Redland Pressure Zone (CRW produced water) to other parts of the south system.

This project is also an opportunity project to complete a portion of waterline during or prior to a Clackamas County road improvement project.

Analysis: This is an aging infrastructure project and is listed as a needed improvement in the Water System Master Plan. This is a needed project for long term system health. If this project is not completed, cost of the project can be expected to increase through increased construction cost and inflation. South System service goals may also be delayed.

Description: CRW's design will include hydraulic analysis to confirm main sizing (completed), routing, and upgrades to existing water services and fire hydrants.

The project consists of the design and construction of 12-inch Ductile Iron mains along Redland Rd. from Ferguson Rd., extending approximately 2,400 feet to the east; as well as water service upgrades and other related water infrastructure.

FY 2021-22 Budget:	\$ 162,000
FY 2022-23 Budget:	<u>\$ 918,000</u>
FY 2021-2023 Total:	\$ 1,080,000

Redland Road Waterline – Phase 1

Project Number CIP 21-5273

PROCUREMENT DOCUMENTS



Clackamas River Water

CLACKAMAS COUNTY, OREGON

NOVEMBER 2022

PROPOSAL CHECKLIST

REDLAND ROAD WATERLINE – PHASE 1, Project 21-5273

Material Proposer's attention is called to the following information which must be included in full and submitted with the bid as required:

- A. **PROPOSAL FORM:** Proposer shall complete the provided Proposal Form. Prices must be shown in the spaces provided.
- B. **DELIVERY SCHEDULE:** Provide schedule statement with the price proposal indicating when the materials requested will be available for delivery. Early partial delivery of materials may be made with advance notice.
- C. **DELIVERY SITE:** Delivery site is at the CRW yard located at 9100 SE Mangan Dr., Clackamas, OR 97015. Delivery shall be coordinated with on-site staff.
- D. **PAYMENT SCHEDULE:** Provide a statement agreeing to invoice for payment after materials have been delivered and inspected by a Clackamas River Water representative. Title to the purchased materials will pass to Clackamas River Water upon payment to Proposer. Partial payment for early delivered material may be made after inventory and inspection.

END OF SECTION

PROPOSAL FORM

Redland Road Waterline - Phase 1, Work Order No. 5273

Item No.	Description	Quantity	Unit	Unit Price	Extended Price	Time to Delivery
1	12" Class 52 Ductile Iron Pipe, AWWA C151	1854	Lineal Feet	63.47	117,673.38	2 weeks
2	8" Class 52 Ductile Iron Pipe, AWWA C151	18	Lineal Feet	39.28	707.04	2 weeks
3	6" Class 52 Ductile Iron Pipe, AWWA C151	18	Lineal Feet	27.83	500.94	2 weeks
4	12" Gate Valve, MJxMJ, AWWA C515	2	Each	2761.44	5522.88	2 weeks
5	12" Gate Valve, FLGxMJ, AWWA C515	2	Each	2634.91	5269.82	2 weeks
6	8" Gate Valve, FLGxMJ, AWWA C515	1	Each	1387.53	1387.53	2 weeks
7	6" Gate Valve, FLGxMJ, AWWA C515	2	Each	887.95	1775.90	2 weeks
8	12" 45 MJ Bend, AWWA C153	4	Each	277.93	1111.72	2 weeks
9	12"x6" MJxFLG Tee, AWWA C153	2	Each	416.89	833.78	2 weeks
10	12"x8" FLGxFLG Tee, AWWA C153	1	Each	840.51	840.51	3 weeks
11	12" MJ Plug Tapped 2", AWWA C153	1	Each	173.83	173.83	3 weeks
12	8" MJ Plug, AWWA C153	1	Each	88.29	88.29	2 weeks
13	8" MJ 90 Bend, AWWA C153	1	Each	161.09	161.09	2 weeks
14	8" MJ Long Cast Sleeve, AWWA C153	1	Each	162.64	162.64	2 weeks
15	Fire Hydrant, 5-foot barrel length	2	Each	3015.47	3015.47	3 weeks
16	12" Restraining Bell Gaskets, AWWA C111	103	Each	184.00	18,952.00	2 weeks
17	12" MJ Restraints	14	Each	156.58	2192.12	2 weeks
18	8" MJ Restraints	3	Each	82.94	248.82	2 weeks
19	6" MJ Restraints	4	Each	62.11	248.44	2 weeks
20	12" Foster Adaptor	2	Each	244.51	489.02	2 weeks
21	8" Foster Adaptor	1	Each	161.06	161.06	2 weeks
22	1" Corporation Stop	16	Each	62.26	996.16	6-8 months
23	1" Angle Meter Stop	20	Each	68.58	1371.60	6-8 months
24	Meter Box, 13"x24"	16	Each	228.67	3658.72	2 weeks
25	Meter Box Lid	16	Each	181.33	2901.28	2 weeks
26	Valve Box and Lid	7	Each	76.04	532.28	2 weeks
Total					\$170,976.32	

- a) Products proposed shall meet Clackamas River Water Standard Specifications.
- b) Product submittal approval is required for all materials.

**CLACKAMAS RIVER WATER
REGULAR BOARD MEETING
December 8, 2022**

SUBJECT Consider Approval of the Contract Renewal of K & D Flagging

DRAFT MOTION I move to approve the contract extension for Traffic Control Services with K&D Services of Oregon, Inc. with a not-to-exceed amount of \$90,000; and authorize the General Manager to sign the contract extension

EFFECTIVE DATE December 8, 2022

PRINCIPAL STAFF PERSON Adam Bjornstedt – Chief Engineer

BOARD ACTION REQUESTED The Board is requested to approve the second one-year term extension of an established contract for Traffic Control Services with K&D Services of Oregon, Inc.

DOCUMENTS ATTACHED None

Agenda Summary

BACKGROUND In January 2021, CRW established a services contract with K&D Services of Oregon, Inc. for Traffic Control Services, with two one-year extension options. The contract provides Traffic Control Services that are used in concert with scheduled and emergency system maintenance of the CRW water distribution system.

The existing contract (first extension) had a not-to-exceed (NTE) amount of \$74,750. With recent and anticipated price increases and projected higher frequency of usage of traffic control services, a higher NTE amount is recommended for the proposed contract renewal.

ANALYSIS K&D Services of Oregon, Inc. has performed satisfactory Traffic Control Services for CRW as the District’s primary traffic control vendor. The proposed price increases are consistent with general cost of service increases currently being experienced across most service sectors. Staff recommends approval of the second one-year term extension of the contract with a Not to Exceed amount of \$90,000.

STAFF RECOMMENDATION Approve the second one-year extension of the contract with a Not to Exceed amount of \$90,000 for Traffic Control Services with K&D Services of Oregon, Inc.

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Consider Approval of Resolution 04-2023 Delegating Contracting Authority to the General Manager for Certain “Add-Work” Projects

DRAFT MOTION	Move that the Board approve Resolution 04-2023 Delegating Contracting Authority to the General Manager for Certain “Add Work” Projects
EFFECTIVE DATE	December 8, 2022

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

BOARD ACTION REQUESTED Approval of Resolution 04-2023

DOCUMENTS ATTACHED Resolution 04-2023

Agenda Summary

BACKGROUND There are instances where CRW will either conduct work or request that work be conducted on our water system that is part of another public improvement project being conducted by a state or local government entities. Recent examples of this have involved work associated with Oregon Department of Transportation and Clackamas County projects.

To be efficient, it is valuable for this work to be coordinated between the public entities. To accomplish this, it is sometimes to the benefit of CRW to allow the CRW work to be performed by the contractor who is working on behalf of the state or local government who is responsible for the public improvement project. This arrangement can be accomplished through an “Add Work” agreement between CRW and the state or local government entity. These agreements have required Board approval thus creating a delay in coordinating the work.

ANALYSIS Resolution 04-2023 grants the authority to the General Manager to execute contracts with state or local governmental entities for “Add Work” projects up to the general manager’s contracting authority for capital projects. The resolution would also require any contract approved to be reported to the Board at the next regular meeting.

CLACKAMAS RIVER WATER

RESOLUTION NO. 04-2023

A RESOLUTION DELEGATING CONTRACTING AUTHORITY TO THE GENERAL MANAGER FOR CERTAIN “ADD-WORK” PROJECTS

WHEREAS, Clackamas River Water (“CRW”) is a domestic water supply district organized under Oregon Revised Statutes (ORS) Chapter 264;

WHEREAS, ORS 264.210 provides that domestic water supply districts have the power to do things which may be requisite to operate a domestic water supply district;

WHEREAS, CRW has designated the CRW Board of Commissioners (the “Board”) as CRW’s Local Contract Review Board;

WHEREAS, Local Contract Review Board Rule 100-014(33) designates CRW’s General Manager as the Public Contracting Officer (“PCO”) for CRW;

WHEREAS, the Board by Resolution No. 06-2022 established the current delegation of contracting authority of the General Manager.

WHEREAS, the Board wishes to expand the General Manager’s contracting authority to include certain “Add-Work” contracts described below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Clackamas River Water, as follows:

Section 1. The delegations of authority in CRW Resolution No. 06-2022 are continued and are supplemented as provided in Sections 2 and 3 of this Resolution 04-2023.

Section 2: The Board hereby delegates to the General Manager the authority to execute contracts with state or local governmental entities for “Add-Work” projects, up to the amount of \$100,000. For purposes of this Resolution 04-2023, an “Add-Work” project is work performed for the benefit of CRW by a contractor pursuant to a public improvement contract between the contractor and a state or local governmental entity.

Section 3. The Board hereby delegates to the General Manager the authority to execute contracts with state or local governmental entities to permit work on CRW facilities at the expense of the state or local governmental entity as part of a public improvement project.

Section 4. Any contract entered into by the General Manager under delegated authority shall be included as part of the General Manager’s written report to the Board provided as part of a regular meeting of the Board.

Section 5. This resolution is effective December 8, 2022.

ADOPTED by the Clackamas River Water Board of Commissioners this ____ day of December, 2022.

Sherry French, President

Naomi Angier, Secretary

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Consider Approval of Contract with Harrang Long Gary Rudnick for General Counsel Services

DRAFT MOTION Move that the Board approve the professional services agreement with Harrang Long Gary Rudnick, P.C. for legal services for Clackamas River Water and authorize the General Manger to sign on behalf of the Clackamas River Water Board of Commissioners

EFFECTIVE DATE January 1, 2023

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

BOARD ACTION REQUESTED Approval of the professional services agreement for legal services.

DOCUMENTS ATTACHED Professional Services Agreement between Clackamas River Water and Harrang Long Gary Rudnick, P.C. for legal services

Agenda Summary

BACKGROUND In accordance with Section 2.7 of Board Policy, the CRW Board is responsible for the hiring of the District’s legal counsel. In 2016, the District Board went though a process to select Harrang Long Gary Rudnick, P.C. to provide legal services to CRW. The current agreement is set to expire on December 31, 2022. The District Board is being asked to consider a new Professional Services agreement with Harrang Long Gary Rudnick, P.C. The new agreement is for three years, expiring on December 31, 2025. Certain modifications to the existing agreement are highlighted below.

ANALYSIS The new agreement includes the following changes:

- Included in the fixed fee for up to 1 hour per billing period to be available to review and update CRW Board Policies, Local Contract Review Board Polices, Rules and Regulations Review and CRW’s Personnel Manual
- Up to two management or staff training per year
- Increases the current fixed rate from \$4,240 per month to \$4,600 per month for the duration of the agreement (three years)

- The rate to be charged outside of the fixed rate will be \$320 per hour for attorneys with 10 or more years of experience and \$280 for attorneys with less than 10 years of experience and allows for an annual percentage increase equal to the amount of the increase in C. Robert Steringer's standard billing rate of up to 3% annually.
- Increases the rate for paralegal work from \$170 to \$180 per hour.
- Updates contact information.

Staff is supportive of continuing to use the services of Harrang Long Gary Rudnick, P.C. and would recommend approval of the amended and restated agreement.

CLACKAMAS RIVER WATER

PROFESSIONAL SERVICES AGREEMENT FOR
LEGAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective January 1, 2023, by and between Clackamas River Water (“District”) and Harrang Long Gary Rudnick, P.C. (“Firm”), with offices in Portland, Salem and Eugene, Oregon.

RECITALS

The District and the Firm entered into a Professional Services Agreement for Legal Services dated effective January 1, 2017, and an Amended and Restated Professional Services Agreement for Legal Services dated effective January 1, 2020. The District and the Firm desire to enter into a new agreement extending the Firm’s representation of the District as provided in this Agreement.

The District requires general counsel and other legal services involving the particular training, ability, knowledge and experience possessed by the Firm that will aid the District, which legal services include providing legal advice and possible litigation services or oversight of litigation on general corporate government, real estate, water rights and water issues (the “Services”). Such Services are being contracted with counsel in the role as General Counsel for the District.

The District desires to have the General Counsel bill and be paid on a monthly fixed fee, which fixed fee is intended to cover all general counsel services except for particular matters identified in this Agreement as being outside the fixed fee. Such an agreement will provide the District with an assurance of continued services at the level necessary to support the District’s activities yet provide some level of consistency of billing to the District for budget purposes.

The parties agree that the Firm shall perform or oversee the Services subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. **PERFORMANCE OF SERVICES.** The Firm shall use its best efforts to perform the required Services including providing such advice, recommendations, information and other legal consulting services as may be required by the District, subject to the following:

- 1.1 The standard of care applicable to the Firm’s services will be the degree of skill and diligence normally exercised by attorneys performing the same or similar services at the time the services are performed in the Portland

metropolitan statistical area. The Firm shall re-perform any services not meeting this standard without additional compensation.

1.2 The District is entering into this Agreement with the Firm on the understanding that C. Robert Steringer will be the primary attorney and have supervisory and primary responsibility for all District legal matters under this Agreement (the "Attorney"). As such, the Attorney shall be the primary contact with the District's General Manager under this Agreement. In the event the Attorney leaves the Firm for any reason, the Firm shall notify the District as soon as the Firm has notice of such circumstance and the District shall have the right to immediately terminate this Agreement and transition to other counsel.

1.3 In the event that the Firm in cooperation with District's General Manager determines that additional or specialized advice is necessary with respect to any matter, the General Manager and the Firm will advise the District Board with respect to assignment of such matters to other counsel and the applicable rate or fee to be charged for such contracted or subcontracted services. Such additional counsel will be placed under subcontract with the Firm. All such work under subcontract shall be supervised by the Firm. The subconsultant's services shall be billed through the Firm's office and added to the Firm's billing to the District, which processing shall be included within the retainer fee established by this Agreement. Nothing stated herein shall be construed to prohibit the District Board from authorizing direct contracts with other legal counsel, provided that in such event the Firm shall have no responsibility to supervise work provided under such direct contracts or to bill for such contracts.

2. **WORK ASSIGNMENTS.** With respect to General Counsel service assignments, the General Manager shall advise the District Board on any matters that are identified to be outside the scope of work covered by the monthly fixed fee stated in this Agreement, including any subcontracted work discussed under subparagraph 1.3 above. As part of the General Counsel Services, the Attorney shall be listed as the District's registered agent with the Secretary of State's office. In the event the legal matter involves a personnel matter in which the General Manager has a personal conflict of interest or such matter is likely to exceed the General Manager's contracting authority established by the District Board, the General Manager will coordinate with the District Board to authorize such legal or subcontracted services. Otherwise, the General Manager shall have the authority to refer a legal matter to the Firm, unless such services exceed the General Manager's contracting authority. Each scope of Services authorized by the General Manager shall be treated as a separate contract for determining

whether the services are within the General Manager's contracting authority and such services shall be handled as task orders as discussed below.

2.1 The following assumptions shall be applicable to the work assignments and monthly fixed fee billed under this Agreement:

- The monthly fixed retainer will cover the following General Counsel legal services:
 1. Billing and other tasks related to administration of this Agreement
 2. Responses to audit letters
 3. Review of Board meeting agenda/packet, and identification of legal issues in same
 4. Service as CRW's registered agent
 5. Advice on public contracting/procurement questions/LCRBs, including without limitation construction contracting questions*
 6. Advice on compliance with Open Meetings Law*
 7. Advice on compliance with Public Records Law*
 8. Advice on real property issues*
 9. Advice on interpretation and compliance with existing intergovernmental agreements*
 10. Advice on interpretation and compliance with Board/District policies*
 11. Review and update of CRW Board Policies, Local Contract Review Board Policies, and Rules & Regulations
 12. Review and update of CRW's Personnel Manual*
 13. Advice on impact of state legislation
 14. Every initial phone call on a new legal matter, regardless of whether the task ultimately falls within the monthly fixed retainer
 15. Attendance at one Board meeting each month
 16. Up to two (2) management or staff trainings each year

For each item noted with an asterisk (*), a specific task will fall within the monthly fixed retainer if: (a) the specific task requires less than one (1) hour of a Firm attorney's time in a billing period; or (b) to the extent that the Firm's attorneys have not billed a total of fifteen (15) hours to the monthly fixed retainer in that calendar month.

- Any legal services falling in the excluded matters listed in subparagraph 2.2 below will not be included in the monthly fixed fee.
- It is assumed that the services included in the fixed fee will require 14-16 hours of Firm attorney time per month. The fixed amount retainer will be reviewed annually to determine whether any clarification is merited in the definition of services to be included in the fixed fee.

2.2 Services not included in the fixed fee pursuant to Section 2.1 of this Agreement shall be excluded from the monthly fixed fee and the Firm shall have the right to bill an additional charge at the applicable hourly rate established under this Agreement or as modified as provided by this Agreement by subsequent modification:

- The Firm will charge a rate of \$320 per hour for attorneys with ten (10) or more years of experience and \$280 per hour for attorneys with less than ten (10) years of experience for services in the following areas that are not included within the monthly fixed fee:
 1. Tasks in the categories identified by an asterisk in Section 2.1, above, but which fall outside the monthly fixed fee because their complexity requires more than one (1) hour of a Firm lawyer's time
 2. Planning and negotiating new intergovernmental agreements or amendments to current intergovernmental agreements
 3. Real property transactions and construction
 4. Coordination of litigation covered by Special District Insurance Services
 5. Coordination of outside counsel
 6. Water rights
 7. Labor and employment
- This rates referenced in the preceding bullet point will be applicable for 2023. Effective January 1, 2024, the Firm shall have the right to increase its hourly rate annually by up to three percent (3%). The Firm will charge its standard hourly rates, minus a discount of ten percent (10%), for any matters not identified in Section 2.1 or the preceding bullet point for matters covered by the blended rate. This will include any matter relating to current or future litigation, arbitration, mediation or administrative complaint or proceeding (whether filed by third parties or by Board members against one another or against the agency). The parties understand that counsel for the defense of such matters may be covered by applicable insurance, but this exclusion covers the Firm's coordination responsibilities relating to such litigation or claims.
- For all matters not included within the monthly fixed fee, the Firm will bill CRW for paralegal work at \$180/hour. The firm does not charge for paralegal time on administrative or clerical matters that can be handled by a legal assistant.
- All subcontracted or legal expenses and fees involving special counsel engaged outside the Firm will be paid on the terms of the engagement with such subcontractor as approved by the General Manager.

- CRW will pay any out-of-pocket expenses necessitated for matters assigned to General Counsel (such as filing or investigative fees). The Firm will continue the practice of not billing for general postage; copying or secretarial work associated with District matters provided those items relate to matters or issues covered by the monthly fixed amount retainer.

2.3 Task Orders. For any requested legal services outside the monthly fixed fee, the General Manager shall provide information to the Firm relating to the nature of the requested services and the expected time for such services in the form of a task order. For each such task order, the Firm shall prepare a response indicating whether the requested services will be performed by Firm counsel or special counsel and the budget for such services.

3. **EFFECTIVE DATE AND DURATION OF THIS AGREEMENT.** The effective date of this Agreement shall be January 1, 2023 and the duration shall continue until December 31, 2025, provided that the compensation shall be reviewed periodically as provided in this Agreement.
4. **COMPENSATION.** The District agrees to pay the Firm compensation for the Services at the fixed rate amount of \$4,600 per month, plus compensation for services excluded from the fixed fee as provided in this Agreement which services shall be billed and paid at the applicable hourly rate set forth in this Agreement. Materials and out-of-pocket expenses shall be billed at the Firm's actual costs without any overhead, except for materials included in the fixed amount retainer as provided above. Payment terms are net 30 days after billing. The form of invoice shall be as agreed between the Firm and the General Manager.
5. **CHANGES.** Neither this Agreement nor any provision of this Agreement shall be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by authorized representatives of both parties.
6. **DISTRICT FURNISHED DATA AND INFORMATION.** The District shall provide to the Firm, without charge, such data and information as may be requested by the Firm necessary for the performance of the Services. However, nothing herein stated shall relieve the Firm from making such independent review and verification of the information provided as is necessary to meet the Firm's standard of care as set forth in Paragraph 1.1 above.
7. **PROMPT NOTICE.** The District shall give prompt notice to the Firm whenever the District observes or becomes aware of any development that affects the scope or timing of the Firm's services or of any performance that does not meet the standard specified in this Agreement. The Firm shall give prompt written notice to the General Manager if, at any time during the performance of this Agreement, the Firm becomes aware of actual or potential problems, faults or defects in the

project, any nonconformity with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by the District. Any delay or failure on the part of the District to provide a written response to the Firm shall constitute neither agreement with nor acquiescence in the Firm's statement or claim and shall not constitute a waiver of any of the District's rights.

8. **INDEPENDENT CONTRACTOR STATUS.** The Firm shall be free from direction and control over the means and manner of providing the Services, subject only to the requests by the District for the desired result, provided that such requests shall not imply a guaranteed result by the Firm. The Firm is responsible for obtaining all assumed business registrations or professional occupational licenses required by state or local law. The Firm shall furnish the tools or equipment necessary to perform the Services. The Firm certifies that the Firm is an independent contractor and will be responsible for any federal, state or local taxes applicable to payments made by the District.
9. **SUBCONTRACTORS; ASSIGNMENT; SUCCESSORS-IN-INTEREST.** The parties acknowledge this is a personal services contract and the District is relying on the specific experience and knowledge of the Firm and particularly its primary attorney assigned to the District. Except as specifically authorized in this Agreement, neither the District nor the Firm shall assign, enter into any subcontract or transfer any interest in this Agreement to any third person, without first obtaining the express written consent of the other party.
10. **NO THIRD-PARTY BENEFICIARIES.** The District and the Firm are the only parties to this Agreement and are the only parties entitled to enforce its terms.
11. **COMPLIANCE WITH APPLICABLE LAW.** The Firm shall comply with all federal, state and local laws and ordinances applicable to the Services. All applicable statutory provisions required to be incorporated in public contracts for professional services under ORS 279A and 279B are incorporated herein by this reference as if fully stated verbatim herein.
12. **INSURANCE.** The Firm shall provide to the District certificates of insurance prior to the beginning of the Services under this Agreement and shall maintain in full force and effect for the term of this Agreement, at the Firm's expense, the following insurance:
 - 12.1 Automobile Liability Insurance. The Firm agrees to maintain automobile liability insurance covering bodily injury, including death, and property damage in the amount of not less than \$500,000 combined single limit. Automobile insurance shall include coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the Firm and his agents and employees arising from the Firm's negligence.
 - 12.2 Professional Liability Insurance. The Firm shall obtain and maintain the

Oregon State Bar's required professional liability insurance administered by the Professional Liability Fund (PLF) for errors and omissions with mandatory limits set forth by the PLF.

12.3 Worker's Compensation Insurance. The Firm shall obtain and maintain worker's compensation insurance as an insured employer for purposes of the Oregon Worker's Compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage applicable to the Firm's employees performing services under this Agreement.

The Firm shall provide not less than 30 days prior written notice to the District of cancellation or any material change in the insurance policies or insurance coverages required to be provided by the Firm by this Section 12.

13. **CONFIDENTIALITY.** No reports, information and data given to or prepared or assembled by the Firm or the Firm's sub-consultants under this Agreement shall be made available to any individual or organization by the Firm without the prior written approval of the District.
14. **RECORD KEEPING.** The Firm shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles for a minimum of three (3) years after expiration or termination of this Agreement, except as required longer by law.
15. **FOREIGN CONTRACTOR.** If the Firm is not domiciled in or registered to do business in the State of Oregon, the Firm shall promptly provide to the Oregon Department of Revenue and the Oregon Corporation Division all information required by those agencies relative to this Agreement. The Firm shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Agreement.
16. **GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. This venue shall lie in the circuit Court of the State of Oregon for the County of Clackamas.
17. **SUSPENSION, DELAY, OR INTERRUPTION OF WORK.** The District may suspend, delay, or interrupt all or part of the Services being performed by the Firm for the District's convenience. In the event of suspension, delay or interruption of Services, the District shall compensate the Firm per the agreed upon hourly rate of compensation for Services satisfactorily performed to the date of the suspension, delay or interruption of the Services.
18. **BREACH OF CONTRACT.**

21.1 The Firm shall remedy any breach of this Agreement within the shortest reasonable time after the Firm first has actual notice of the breach or the District notifies the Firm of the breach, whichever is earlier. If the Firm fails to remedy a breach in accordance with this paragraph, the District may terminate this Agreement or that part of the Agreement affected by the breach upon written notice to the Firm and obtain substitute services in a reasonable manner and may recover from the Firm the amount by which the cost of those substituted services exceed the cost to the District for the services under this Agreement.

21.2 If the breach is material and the Firm fails to remedy the breach in accordance with this paragraph, the District may declare the Firm in default and pursue any remedy available for a default.

21.3 Pending a decision to terminate all or part of this contract, the District unilaterally may order the Firm to suspend all or part of the Services under this Agreement. If the District terminates all or part of this Agreement pursuant to this paragraph, the Firm shall be entitled to compensation only for Services rendered prior to the date of termination, but not for Services rendered after the District ordered the suspension unless such Services was required to preserve the District's rights under the law.

21.4 To recover amounts due under this Section, the District may withhold from payment any amounts owed by the District to the Firm, including but not limited to amounts owed under this or any other contract between the Firm and the District.

19. **TERMINATION.** This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' written notice, delivered by certified mail, by facsimile, or by hand-delivery to the address or fax number listed below in Section 27 this Agreement.
20. **ATTORNEY FEES.** If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees.
21. **SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
22. **FORCE MAJEURE.** Neither the District nor the Firm shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was

beyond, respectively, the District's or the Firm's reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon the cessation of the cause, diligently pursue performance of its respective obligations under this Agreement.

23. **WAIVER.** The failure of the District or the Firm to enforce any provision of this Agreement shall not constitute a waiver by the District or the Firm of that or any other provision.
24. **MERGER.** This Agreement constitutes the entire agreement between the parties.
25. **MEDIATION.** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to the Oregon State Bar's disputed fee resolution process.
26. **BINDING ON SUCCESSORS AND ASSIGNS.** Each party binds itself, and any partner, successor, personal representative or permitted assignee to the terms and conditions of this Agreement. Nothing stated herein shall be construed to grant permission for any assignment and such assignments and transfers shall be governed by Section 9 of this Agreement. Any assignment, transfer or subcontract attempted in violation of Section 9 shall be void.
27. **NOTICE AND CONTACT INFORMATION.** For purposes of notices and communications under this Agreement, the District's Project Manager is:

Todd Heidgerken, General Manager
Clackamas River Water
16770 SE 82nd Dr., Suite 100
Clackamas, OR 97015
(503) 722-9250 - Phone
(503) 722-9259 - Fax
THeidgerken@crwater.com - Email

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And for the Firm, the contact information is:

C. Robert Steringer, Esq.
Harrang Long Gary Rudnick, P.C.
1050 S.W. Sixth Ave., Suite 1600
Portland, OR 97204

(After January 18, 2023: 111 S.W. Columbia Street, Suite 950, Portland, OR
97201)
(503) 242-0000 – Phone
(503) 241-1458 – Fax
bob.steringer@harrang.com -Email

IN WITNESS HEREOF, the parties have executed this Agreement effective the day and year first written above.

CLACKAMAS RIVER WATER

HARRANG LONG GARY
RUDNICK, P.C.

By: _____
Todd Heidgerken, General Manager
on behalf of CRW Board of
Commissioners

By _____
C. Robert Steringer, President

Date: _____

Date: _____

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Consider Approval of Resolution 05-2023 – Legislative Action Policy

DRAFT MOTION	I move that the Board approve Resolution 05-2023 adopting the Legislative Action Policy
EFFECTIVE DATE	December 8, 2022

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

DOCUMENTS ATTACHED Resolution 05-2023 Legislative Action Policy

Agenda Summary

BACKGROUND

All special districts are created based on laws passed by the State Legislature. These laws impact the operations of a special district. In Oregon, the Special Districts Association of Oregon (SDAO) is relied upon to provide representation of its special district members on issues that come before the Oregon Legislature and various state administrative agencies rulemakings. Many special districts have relied on and benefitted from the efforts of SDAO’s governmental affairs staff.

More recently, many legislators have asked to hear directly from districts, from their area, on legislative matters. This was evident in recent years as funding was being distributed from the Federal Government through the states to assist with infrastructure and economic recovery efforts. In these instances, districts were negatively impacted during funding discussions. To help garner support, SDAO sends out *Call to Action* legislative alerts, asking members to contact legislators. These requests require swift action by a district to be effective. This immediate action has proven to be a challenge for districts since many wanted to have Board action before commenting on legislation. In most instances, this doesn’t allow for the timely response that is necessary to be effective. Therefore, SDAO is asking for district boards to consider adopting a policy that allows for a prompt response by a district on pertinent legislative matters.

Similar situations exist on federal legislative matters where the District relies on information provided by the American Water Works Association (AWWA) and the National Special Districts Coalition (NSDC).

To allow for timely response, the CRW Board is being asked to consider adopting a resolution establishing the Legislative Action Policy. The policy allows action on legislative matters to be taken without prior Board approval, as long as they are consistent with the approved Legislative Action Policy. Attached is Resolution 05-2023 that includes the proposed policy. If approved, the policy will give the district's general manager the ability to take actions on certain legislative matters recommended by groups that CRW is a member and are consistent with the proposed Board policy.

The board dedicated a portion of the October 2022 CRW Work Session to discuss a sample policy. Staff was asked to bring back a policy for consideration at a future Board meeting that addresses the following items:

- The policy provides the general manager the responsibility for monitoring and responding on behalf of CRW on legislation during state and federal legislative sessions.
- Actions taken would be consistent with the action priorities referenced in the policy
- Staff would add a water related action priority
- Incorporate a process to inform the board of any actions taken by the general manager.

**STAFF
RECOMMENDATION**

Approve Resolution 05-2023

CLACKAMAS RIVER WATER

RESOLUTION NO. 05-2023

A RESOLUTION ADOPTING LEGISLATIVE ACTION POLICY

WHEREAS, Section 1.7 of the CRW Board Policies sets out the process for the Formulation of Policies including the adoption of a new policy; and

WHEREAS, the CRW Board of Commissioners discussed and deliberated on a draft Legislative Action Policy at its work session on October 24, 2022, after the draft policy was included in the public agenda for said meeting; and

WHEREAS, the CRW Board of Commissioners wishes to adopt a policy to allow for timely action by CRW on legislative matters.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Clackamas River Water as follows:

CRW Board adopts the Legislative Action Policy as set out in Attachment A.

ADOPTED by the Clackamas River Water Board of Commissioners this 8th day of December 2022.

Sherry French, President

Naomi Angier, Secretary

ATTACHMENT “A” TO RESOLUTION 05-2023

Legislative Action Policy

Purpose

The purpose of the policy is to guide the CLACKAMAS RIVER WATER General Manager or designee in responding to legislative or regulatory proposals that are likely to have an impact on CLACKAMAS RIVER WATER, and to allow for a timely response to important issues.

The purpose for identifying Legislative Action Procedures is to provide direction to the CLACKAMAS RIVER WATER General Manager, or designee with regard to monitoring and acting upon legislation during state and federal legislative sessions. Adherence to Legislative Action Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Action Priorities adopted by the Board of Commissioners as incorporated in this policy. The Legislative Action Procedures and Action Priorities will provide the CLACKAMAS RIVER WATER General Manager, or designee, the discretion to provide information in support of CLACKAMAS RIVER WATER’s interests.

Policy Principles

This policy provides CLACKAMAS RIVER WATER’s General Manager, or designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Commissioners to set Action Priorities to provide guidance. The Board of Commissioners shall establish various Action Priorities and, so long as the position fits within the Action Priorities, the General Manager is authorized to take a position without board approval.

Whenever an applicable Action Priority does not exist pertaining to legislation affecting CLACKAMAS RIVER WATER, the matter shall be brought before the Board of Commissioners for formal direction from the Board of Commissioners.

CLACKAMAS RIVER WATER will not address matters that are not pertinent to the Clackamas River Water’s local government services, such as social issues or international relations issues.

Legislative Action Procedures

It is the policy of CLACKAMAS RIVER WATER to monitor and respond to legislation as directed by the Action Priorities and by the specific direction of the Board of Commissioners. This process may involve interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in pertinent regional, state, and national organizations is encouraged and supported by CLACKAMAS RIVER WATER.

Monitoring legislation is a function of the General Manager or designee. The Legislative Action Procedures are the process by which the General Manager will track and respond to legislative issues

in a timely and consistent manner. The General Manager, or designee, will respond to legislation utilizing the following procedures:

1. The General Manager, or designee shall review requests that the CLACKAMAS RIVER WATER take a position on legislative issues to determine if the legislation aligns with the Clackamas River Water's current approved Action Priorities.
2. The General Manager, or designee will conduct a review of positions and analysis completed by the Special Districts Association of Oregon and other local government or water related associations when formulating positions.

If the matter aligns with the approved priorities, CLACKAMAS RIVER WATER response shall be supplied in the form of correspondence to the legislative body reviewing the bill or measure. Methods utilized on behalf of Clackamas River Water, including but not limited to letters, phone calls, emails, and prepared forms, will be communicated through the General Manager, or designee.

3. All draft legislative position correspondence initiated by the General Manager, or designee shall state whether Clackamas River Water is requesting "support", "support if amended", "oppose", or "oppose unless amended" action on the issue and shall include adequate justification for the recommended action.
 - a. Support – legislation in this area advances Clackamas River Water's interest or priorities.
 - b. Oppose – legislation in this area could potentially harm, negatively impact, or undo positive momentum for Clackamas River Water.
4. The General Manager or designee may also provide correspondence of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation.
5. When correspondence is sent to a state or federal legislative body, the appropriate federal or state legislators representing the area of CLACKAMAS RIVER WATER shall be included as a copy or "cc" on the correspondence. The appropriate contacts at the Special Districts Association of Oregon and other local government associations, if applicable, shall be included as a cc on legislative correspondence.
6. A position may be adopted by the General Manager or designee if any of the following criteria is met:
 - a. The position is consistent with the adopted Legislative Action Priorities;
 - b. The position is consistent with that of organizations to which the Clackamas River Water is a member, such as the Special Districts Association of Oregon; or
 - c. The position is approved by a committee created by the Board of Commissioners.
7. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Commissioners as a "cc" on the correspondence or at the next regularly scheduled Board Meeting. When appropriate, the General Manager, or designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Commissioners.

Action Priorities

Revenue, Finances, and Taxation

Ensure adequate funding for special districts to provide safe and reliable core local service delivery. Protect special district resources from the shift or diversion of revenues without the consent of the affected districts.

Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow district to compete for its fair share of regional, state, and federal funding, and maintain funding streams. Opportunities may include competitive grant and funding programs.

Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the districts to maximize local revenues, offset and leverage capital expenditures, and maintain Clackamas River Water's system.

Governance and Accountability

Enhance special district's ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant, or one-size-fits-all approaches.

Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining district control over local government jurisdictional reorganizations and/or consolidations.

Oppose legislation that weakens the liability protections of special districts and their public officials granted under the Oregon Tort Claims Act or similar federal legislation.

Human Resources and Personnel

Promote policies related to hiring, management, benefits, and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special district's ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet Oregon's changing demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.

Water Policies

Encourage policies that allow for the provision of quality safe drinking water to our community. Policies would support the reliable provision of water for public health, fire protection, and the economy.

Support the District's ability to comply with the Federal Safe Drinking Water requirements and support measures that enhance the District's resiliency while being able to support affordable measures that help the District accomplish these goals.

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Consider Approval of Resolution 06-2023 – Updating Water Rates Charges to Oregon City Effective January 1, 2022

Draft Motion I move that the Board approve Resolution 06-2023 Updating water rates charges to Oregon City effective January 1, 2022

Effective Date December 8, 2022

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

DOCUMENTS ATTACHED Res 06-2023 Establishing Wholesale Water Rates Charged to Oregon City

Agenda Summary

BACKGROUND In October of 2016, Clackamas River Water (CRW) and the City of Oregon City (City) entered into an agreement whereby CRW would sell water to the City to provide water service the property development located at 19896 Beavercreek Road in Oregon City. The property consists of about 9.7 acres and is located within the City. Service to this property is to be provided through a new intertie between CRW and the City that would be known as the “Glen Oak Master Meter Intertie”.

The development has progressed to a point where the City is ready to begin to use water from the Glen Oak Master Meter and thus CRW would begin billing the City for water use. Included in the agreement between CRW and the City is a process to establish the water rate and update the rate. The initial rate with an effective date of January 1, 2018, was established as part of the rate analysis conducted by FCS Group on behalf of CRW back in 2016. The initial rate incorporated into the agreement in 2016 was \$1.82 per CCF.

ANALYSIS The rate is comprised of two components, the CRW operations and maintenance (O&M) amount and the actual rate charged by South Fork Water Board (SFWB) for water purchased by CRW from SFWB. The agreement allows for the O&M portion to be adjusted to account for inflation but capped at 3% per year. Resolution 06-2023 updates the rate CRW will charge the City effective January 1, 2022. This new rate includes the O&M portion of the rate to reflect inflation over the period between the effective date of the initial rate though the end of 2021. In addition, the new rate includes the current rate charged by SFWB. The updated rate is \$2.118 per CCF and is effective on January 1, 2022.

The O&M portion was updated using the Engineering New Record (ENR) Construction Cost Index (CCI). This is the same index that is used to updated system development charges annually.

STAFF

RECOMMENDATION

Adopt Resolution 06-2023

CLACKAMAS RIVER WATER

RESOLUTION No. 06-2023

Establishing Wholesale Water Rates Charged to Oregon City

WHEREAS, Clackamas River Water ("CRW") has entered into an Intergovernmental agreement Relating to Provision of Water Service to the City of Oregon City (the "IGA") for the Glen Oak Master Meter Intertie; and

WHEREAS, the IGA provides that the CRW Board of Commissioners is to adopt rates each year and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLACKAMAS RIVER WATER THAT:

- Section 1: The following rates are per CCF and shall apply for water purchased.
- Section 2: Effective January 1, 2022, the Oregon City rate shall be:
For water delivered near the Glen Oak Pump Station from the Beaver Creek Pressure Zone: \$2.118
- Section 3: The rate established in Section 2 of this Resolution shall be changed effectively upon the adoption of any SFWB rate changes as provided in Section 8(c) of the IGA.

ADOPTED by the Clackamas River Water Board of Commissioners this 8th day of December, 2022.

Sherry French, Board President

Naomi Angier, Board Secretary

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Consider Approval of Resolution 07-2023 – Updating Water Rates Charges to Oregon City Effective January 1, 2023

Draft Motion I move that the Board approve Resolution 07-2023 Updating water rates charges to Oregon City effective January 1, 2023

Effective Date December 8, 2022

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

DOCUMENTS ATTACHED Res 07-2023 Establishing Wholesale Water Rates Charged to Oregon City

Agenda Summary

BACKGROUND In October of 2016, Clackamas River Water (CRW) and the City of Oregon City (City) entered into an agreement whereby CRW would sell water to the City through the “Glen Oak Master Meter Intertie”. As part of this agreement, CRW will annually update the rate to be charge for water served through this meter.

ANALYSIS Resolution 07-2023 updates the rate CRW will charge the City effective January 1, 2023. This new rate reflects an adjustment to the Operations and Maintenance (O&M) portion of the rate by 3%. The agreement caps the inflation adjustment at 3% annually. The updated rate effective on January 1, 2023, is \$2.148 per CCF.

The O & M portion was updated using the Engineering New Record (ENR) Construction Cost Index (CCI). This is the same index that is used to updated system development charges annually.

STAFF RECOMMENDATION Adopt Resolution 07-2023

CLACKAMAS RIVER WATER

RESOLUTION No. 07-2023

Establishing Wholesale Water Rates Charged to Oregon City

WHEREAS, Clackamas River Water ("CRW") has entered into an Intergovernmental agreement Relating to Provision of Water Service to the City of Oregon City (the "IGA") for the Glen Oak Master Meter Intertie; and

WHEREAS, the IGA provides that the CRW Board of Commissioners is to adopt rates each year and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLACKAMAS RIVER WATER THAT:

Section 1: The following rates are per CCF and shall apply for water purchased.

Section 2: Effective January 1, 2023, the Oregon City rate shall be:
For water delivered near the Glen Oak Pump Station from the Beaver Creek Pressure Zone: \$2.148

Section 3: The rate established in Section 2 of this Resolution shall be changed effectively upon the adoption of any SFWB rate changes as provided in Section 8(c) of the IGA.

ADOPTED by the Clackamas River Water Board of Commissioners this 8th day of December, 2022.

Sherry French, Board President

Naomi Angier, Board Secretary

CLACKAMAS RIVER WATER

**Agenda Item –
CA-1**

REGULAR BOARD MEETING

December 8, 2022

SUBJECT **Gross Payroll and Accounts Paid**

DRAFT MOTION	Move to approve the consent agenda items as presented
EFFECTIVE DATE	December 8, 2022

PRINCIPAL STAFF PERSON **Jason Kirkpatrick, Chief Financial Officer**

BOARD ACTION REQUESTED **Acknowledge receipt of information as part of the approval of the consent agenda.**

DOCUMENTS ATTACHED **1) Earnings Statements for November 2022, Payrolls – 3 payrolls - \$294,904
2) Monthly Check History for November 2022 - \$526,489 (net)**

WEEK 46 BATCH 5910 1 PAYS

0 Employees With Overflow Statement
002247 002249 SEQ 002249

0 Overflow Statement 1 Total Statement

Earnings Statement

	First No.	Last No.	Total
Checks:	ADPCHECK	ADPCHECK	0000000001
Vouchers:	0000000000	0000000000	0000000000

SEAT 312 TOTAL DOCUMENT
CLACKAMAS RIVER WATE
LOCATION 0001

CHECK STUFFING, RECONCILIATION

4613.01 GROSS
 3320.57 NET PAY (INCLUDING ALL DEPOSITS)
 612.48 FEDERAL TAX
 286.00 SOCIAL SECURITY
 66.89 MEDICARE
 .00 MEDICARE SURTAX
 .00 SUI/DI/FLI/MLI TAX
 323.03 STATE TAX
 .00 LOCAL TAX
 4.04 DEDUCTIONS
 3320.57 NET CHECK

**SEAT COMPANY CODE 312
CLACKAMAS RIVER WATE
TOTAL DOCUMENT
LOCATION 0001**



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VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
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WEEK 44 BATCH 5541 44 PAYS

0 Employees With Overflow Statement

002146 002160 SEQ 002160

0 Overflow Statement 1 Total Statement

Earnings Statement

	First No.	Last No.	Total
Checks:	ADPCHECK	ADPCHECK	0000000000
Vouchers:	00000440001	00000440044	00000000013

SEAT 312 TOTAL DOCUMENT
CLACKAMAS RIVER WATE
LOCATION 0001

CHECK STUFFING, RECONCILIATION

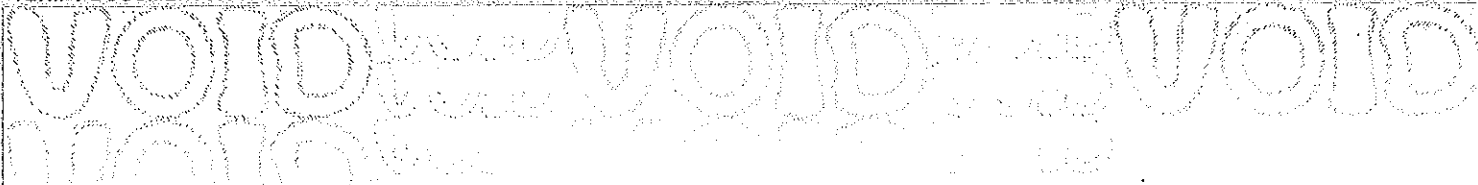
143338.65 GROSS
 89168.72 NET PAY (INCLUDING ALL DEPOSITS)
 14723.05 FEDERAL TAX
 8191.78 SOCIAL SECURITY
 2029.96 MEDICARE
 .00 MEDICARE SURTAX
 .00 SUI/DI/FLI/MLI TAX
 8808.02 STATE TAX
 .00 LOCAL TAX
 109235.84 DEDUCTIONS
 350.00 NET CHECK

**SEAT COMPANY CODE 312
 CLACKAMAS RIVER WATE
 TOTAL DOCUMENT
 LOCATION 0001**

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 NON-NEGOTIABLE - VOID - NON-NEGOTIABLE**

WEEK 46 BATCH 5855 46 PAYS

0 Employees With Overflow Statement

002135 002151 SEQ 002151

0 Overflow Statement 1 Total Statement

Earnings Statement

	First No.	Last No.	Total
Checks:	ADPCHECK	ADPCHECK	0000000001
Vouchers:	00000460001	00000460045	0000000014

SEAT 312 TOTAL DOCUMENT
CLACKAMAS RIVER WATE
LOCATION 0001

CHECK STUFFING, RECONCILIATION

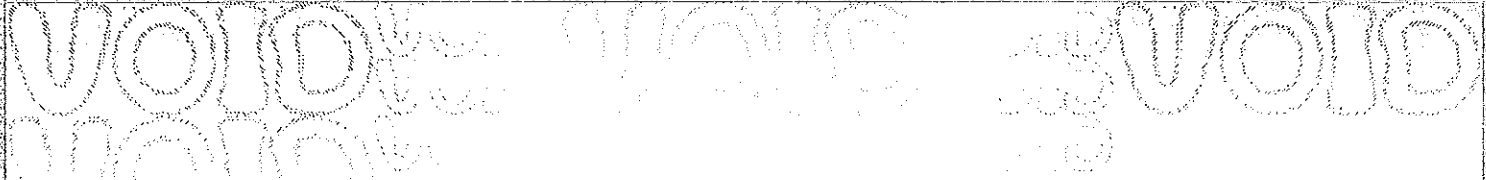
146952.00 GROSS
 91629.23 NET PAY (INCLUDING ALL DEPOSITS)
 15197.90 FEDERAL TAX
 8460.19 SOCIAL SECURITY
 2082.38 MEDICARE
 .00 MEDICARE SURTAX
 .00 SUI/DI/FLI/MLI TAX
 9081.18 STATE TAX
 .00 LOCAL TAX
 111027.29 DEDUCTIONS
 1103.06 NET CHECK

**SEAT COMPANY CODE 312
 CLACKAMAS RIVER WATE
 TOTAL DOCUMENT
 LOCATION 0001**

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 NON-NEGOTIABLE - VOID - NON-NEGOTIABLE**

Monthly Check History Listing
Clackamas River Water
11/1/2022 to 11/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6157	11/09/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 11/04/2022	2,573.04	2,573.04
6158	11/09/2022	01959 US BANK	AMERICAN WATER WORKS ASSO	10/25/22	4,380.00	
			SQ *EHSCONSULT	10/25/22 MCGINNISf	2,420.28	
			NORTHERN HYDRAULICS	10/25/22 SLEIGHTb	2,294.00	
			ABC FIRE EXTINGUISHER INC	10/25/22 MCGINNISh	810.00	
			OREGON CITY SIGNS	10/25/22 MCGINNISg	782.18	
			AWWA EVENTS	10/25/22 TRIPLETTc	675.00	
			BAJA FRESH #30515 OLO	10/25/22 HOLZGANGd	649.91	
			MONARCH MOTOR HOTEL #1	10/25/22 HOLZGANGv	626.20	
			HACH COMPANY	10/25/22 TRIPLETTi	555.47	
			AMZN MKTP US*H89FF0370	10/25/22 KEOBOUNNAMh	399.96	
			FEDEX 94861617	10/25/22 TRIPLETTTh	331.07	
			DIALOGTECHINC	10/25/22 KEOBOUNNAMd	323.68	
			GREEN RIVER COMM COLLEGE	10/25/22 SLEIGHTc	315.00	
			GREEN RIVER COMM COLLEGE	10/25/22 SLEIGHTd	315.00	
			AMAZON.COM*1U4IR1DK0 AMZN	10/25/22 KEOBOUNNAMa	299.88	
			WILCO FARM STORE	10/25/22 OPERATIONSf	298.00	
			BEST WESTERN PLUS MOUN	10/25/22 SLEIGHTf	295.02	
			BEST WESTERN PLUS MOUN	10/25/22 SLEIGHTg	295.02	
			CIMCO GC SYSTEMS LLC	10/25/22 RAYa	289.80	
			USPS PO BOXES ONLINE	10/25/22 PAYABLEh	276.00	
			BRIDGETOWER SUBSCRIPTION	10/25/22 HOLZGANGp	269.00	
			PLATT ELECTRIC 038	10/25/22 RAYf	256.48	
			FEDEX 94680567	10/25/22 TRIPLETTe	242.68	
			B & R RENTAL	10/25/22 OPERATIONSi	217.26	
			INGALLINAS BOX LUNCH PORT	10/25/22 HOLZGANGc	201.00	
			METTLER TOLEDO	10/25/22 TRIPLETTb	200.40	
			INGALLINAS BOX LUNCH PORT	10/25/22 HOLZGANGb	199.00	
			ARAMARK UNIFORM	10/25/22 PAYABLEp	198.60	
			ARAMARK UNIFORM	10/25/22 PAYABLEa	198.60	
			CLACKAMAS COUNTY WATER EN	10/25/22 PAYABLEe	182.55	
			NW NATURAL 8004224012	10/25/22 PAYABLEl	182.15	
			CLACKAMAS COUNTY WATER EN	10/25/22 PAYABLEf	171.15	
			THE HOME DEPOT 4017	10/25/22 OPERATIONSg	158.70	
			PY *OREGON ENVIRONMENTAL	10/25/22 TRIPLETTa	150.00	
			WWW COSTCO COM	10/25/22 RAYn	149.99	

Monthly Check History Listing

Clackamas River Water
11/1/2022 to 11/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			WILCO FARM STORE	10/25/22 OPERATIONSe	149.00	
			INTERSTATE ALL BATTERY	10/25/22 RAYb	148.80	
			CLACKAMAS COUNTY WATER EN	10/25/22 PAYABLEg	138.55	
			GOVERNMENT FINANCE OFFIC	10/25/22 KIRKPATRICK	135.00	
			79 STANFORDS	10/25/22 HEIDGERKEN	134.00	
			SUNRIVER RESORT	10/25/22 HOLZGANGr	126.85	
			SUNRIVER RESORT	10/25/22 HOLZGANGj	126.85	
			SUNRIVER RESORT	10/25/22 HOLZGANGk	126.85	
			SUNRIVER RESORT	10/25/22 HOLZGANGl	126.85	
			SUNRIVER RESORT	10/25/22 HOLZGANGm	126.85	
			THE HOME DEPOT #4017	10/25/22 RAYj	122.92	
			PLATT ELECTRIC 038	10/25/22 RAYi	115.09	
			PAYPAL *OESAC	10/25/22 BJORNSTEDTb	115.00	
			AMZN MKTP US*HT9MW9MY0	10/25/22 KEOBOUNNAME	108.88	
			AMZN MKTP US*1U1HB15P2	10/25/22 KEOBOUNNAMb	100.65	
			DNH*GODADDY.COM	10/25/22 KEOBOUNNAMc	99.99	
			HACH COMPANY	10/25/22 TRIPLETTd	94.02	
			CENTURYLINK	10/25/22 PAYABLEd	90.79	
			LARSCO INC	10/25/22 RAYd	81.00	
			METRO SOUTH SW DISPOSAL	10/25/22 OPERATIONSj	77.00	
			INGALLINAS BOX LUNCH PORT	10/25/22 HOLZGANGf	74.85	
			MONSTER ELECTRICAL	10/25/22 RAYc	72.00	
			THE HOME DEPOT 4017	10/25/22 OPERATIONSh	71.64	
			MAZATLAN #1	10/25/22 OPERATIONsb	69.55	
			HIRINGTHING INC	10/25/22 CAMPBELLa	62.00	
			WWW COSTCO COM	10/25/22 RAYm	60.00	
			CITY OF MILWAUKIE PERMITS	10/25/22 SLEIGHTe	55.00	
			ADOBE *800-833-6687	10/25/22 KEOBOUNNAMf	54.99	
			FRED-MEYER #0063	10/25/22 MCGINNISb	51.75	
			THE HOME DEPOT #4017	10/25/22 SLEIGHTa	50.76	
			FRED-MEYER #0063	10/25/22 MCGINNISd	47.58	
			THE HOME DEPOT #4017	10/25/22 RAYe	43.43	
			APPLEBEES AUBU11211497	10/25/22 OPERATIONSD	40.09	
			NW NATURAL 8004224012	10/25/22 PAYABLEm	36.07	
			SUNNY TERIYAKI #6	10/25/22 OPERATIONSc	35.43	
			NEW CATHAY RESTAURANT	10/25/22 CAMPBELLb	34.00	
			CLEANFEED	10/25/22 MCGINNISa	34.00	
			PLATT ELECTRIC 038	10/25/22 RAYi	33.68	

Monthly Check History Listing

Clackamas River Water
11/1/2022 to 11/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			THE HOME DEPOT #4017	10/25/22 RAYk	33.64	
			ARAMARK UNIFORM	10/25/22 PAYABLEq	32.28	
			ARAMARK UNIFORM	10/25/22 PAYABLEb	32.28	
			SQ *PRIMO ESPRESSO	10/25/22 HOLZGANHh	32.20	
			SQ *PRIMO ESPRESSO	10/25/22 HOLZGANGi	32.20	
			OREGON CITY ALLIANCE	10/25/22 HOLZGANGo	30.00	
			APPLE.COM/BILL	10/25/22 TRIPLETTg	29.99	
			AIA CORPORATION	10/25/22 HOLZGANGu	28.45	
			IN *AC'CENT SIGNS, LLC	10/25/22 HOLZGANGg	26.37	
			NW NATURAL 8004224012	10/25/22 PAYABLEk	25.59	
			PE STAMPS	10/25/22 BJORNSTEDTa	24.00	
			ZTL*AMERICAN WATER WORKS	10/25/22 TRIPLETTf	20.00	
			ARAMARK UNIFORM	10/25/22 PAYABLEr	17.37	
			ARAMARK UNIFORM	10/25/22 PAYABLEc	17.37	
			THE HOME DEPOT #4017	10/25/22 RAYh	17.30	
			NW NATURAL 8004224012	10/25/22 PAYABLEo	17.20	
			TIRE DISPOSAL CO INC	10/25/22 OPERATIONSa	16.50	
			NW NATURAL 8004224012	10/25/22 PAYABLEn	15.78	
			NW NATURAL 8004224012	10/25/22 PAYABLEj	15.78	
			AMZN MKTP US*147N555T2	10/25/22 PAYABLEi	15.74	
			AMZN MKTP US*HT1079YC1	10/25/22 KEOBOUNNAMg	14.99	
			AMAZON PRIME*140UK4OIO	10/25/22 VOYLES	14.99	
			AMZN MKTP US*146WN23B1	10/25/22 HOLZGANGe	12.98	
			SAFEWAY #2696	10/25/22 HOLZGANgn	12.74	
			IN *AC'CENT SIGNS, LLC	10/25/22 HOLZGANGq	12.62	
			BUZZSPROUT* BUZZSPROUT	10/25/22 MCGINNISe	12.00	
			FRED-MEYER #0063	10/25/22 HOLZGANGa	9.00	
			INTERSTATE ALL BATTERY	10/25/22 RAYg	6.99	
			FRED-MEYER #0063	10/25/22 MCGINNISc	5.98	
			USPS PO 4016800129	10/25/22 HOLZGANGs	5.19	23,468.31
6159	11/17/2022	04390 OMEGA PROCESSING	OCTOBER 2022 PAYMENT PROCESSING (MERCHAN	OCTOBER 2022	21,561.47	21,561.47
6160	11/17/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 11/04/2022	5,110.44	5,110.44
6161	11/17/2022	01959 US BANK	CUSTOMER ANALYSIS -OCTOBER 2022	CAS OCTOBER 2022	1,841.53	1,841.53
6162	11/17/2022	01959 US BANK	MERCHANT BILLING OCTOBER 2022	MB OCTOBER 22	1,272.49	1,272.49
6163	11/22/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 11/18/2022	5,103.16	5,103.16

Monthly Check History Listing
Clackamas River Water
11/1/2022 to 11/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6164	11/22/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 11/17/22	2,571.24	2,571.24
94227	11/09/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	5291107736	82.75	82.75
94228	11/09/2022	03525 BIO-MED TESTING SERVICES INC	MVR	93811	18.00	18.00
94229	11/09/2022	00200 CLACKAMAS COUNTY	ACC.# 00486593 - YEARLY PROPERTY TAX	07/01/22-06/30/23	13,400.61	13,400.61
94230	11/09/2022	00200 CLACKAMAS COUNTY	RECORDING OF MAPLELANE WL PROJECT	10/26/22	226.00	226.00
94231	11/09/2022	00227 CLACKAMAS GARBAGE CO INC	ACC. #04370 - TRASH REMOVAL SERVICE - OC	OCTOBER 2022	377.49	377.49
94232	11/09/2022	03597 CLOUD RECORDS MANAGEMENT	ORMS-0153 / MONTHLY USER FEE PER USER OR	211485	370.20	370.20
94233	11/09/2022	00519 COLONIAL LIFE	NOVEMBER 2022, VOLUNTARY PAYROLL DEDUCTI	77938621105872	276.80	276.80
94234	11/09/2022	00017 CORE & MAIN LP	1 PCS 5500-36, 1 PCS 5500-48	R818439	6,892.85	6,892.85
94235	11/09/2022	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES: ISIAH LEWIS TEMP HR SERVICES: ISIAH LEWIS	122430217 122440212	1,680.00 1,680.00	3,360.00
94236	11/09/2022	02856 CRYSTAL GREENS LANDSCAPING	LANDSCAPING MAINTENANCE - OCTOBER	142629-142633	3,202.00	3,202.00
94237	11/09/2022	01305 DEPT OF ENVIRONMENTAL QUALITY	INDUSTRIAL WASTEWATER NPDES	WQ23IND-0335	810.00	810.00
94238	11/09/2022	03218 DIRECT TRANSPORT INC	DELIVERY BOARD MEETING PACKETS 10/20/202	294822	120.04	120.04
94239	11/09/2022	03981 EXCAVATOR RENTAL SERVICES	DOZER BEAVER LAKE	1741249-0001	2,831.80	2,831.80
94240	11/09/2022	00073 FIRST RESPONSE INC.	MONTHLY MONITORING PATROL NOVEMBER 2022 ANNUAL FIRE ALARM INSPECTION	35987 35357	4,211.00 2,052.18	6,263.18
94241	11/09/2022	00167 GRAINGER INC	VAC- FILTER BATTERIES D & AA BATTERIES AAA	9492278123 9479650823 9479521859	24.86 23.58 7.48	55.92
94242	11/09/2022	00124 H D FOWLER CO INC	60 PCS 1700-10 50 PAIRS (100 PCS) 0920-07	16245005 16253188	1,896.60 1,836.50	3,733.10
94243	11/09/2022	00124 H D FOWLER CO INC	16 PCS SOLVENT BASED PAINT	16245009	154.56	154.56
94244	11/09/2022	03240 GARY RUDNIK P HARRANG LONG	LEGAL SERVICES-OCTOBER 2022	99010	4,240.00	4,240.00
94245	11/09/2022	00600 INDUSTRIAL SOFTWARE SOLUTIONS	SCADA SOFTWARE TECHNICAL SUPPORT	SIN009371	9,255.00	9,255.00

Monthly Check History Listing

Clackamas River Water
11/1/2022 to 11/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94246	11/09/2022	02284 K & D SERVICES OF OREGON INC	HOLLYWOOD	BILL019544	5,014.53	5,014.53
94247	11/09/2022	04429 K B RECYCLING INC	REFUND UPON CUSTOMER REQUEST	Ref000193179	517.26	517.26
94248	11/09/2022	02545 LAKESIDE INDUSTRIES INC	EASY STREET ASPHALT	214362	821.10	821.10
94249	11/09/2022	02487 LLC LINESCAPE DIRECTIONAL BORING	INSTALL GRAY ST BORE FEE	58895	690.00	690.00
94250	11/09/2022	04180 MADRONE TECHNOLOGY GROUP INC.	VOIP CONTRACT WORK CONTRACT WORK CONTRACT WORK	2426 2411 2439	1,083.00 770.00 330.00	2,183.00
94251	11/09/2022	04428 MICHAEL B MCPARTLAND**	UB Refund Cst #024142	Ref000193178	745.00	745.00
94252	11/09/2022	00138 MILWAUKIE, CITY OF	ACCOUNT# 24-3520-00 - 6201 SE LAKE RD -	24-3520 9/20-10/20	370.06	370.06
94253	11/09/2022	04242 NORTHWEST MECHANICAL GROUP	OCTOBER HVAC SERVICE	28505158	410.00	410.00
94254	11/09/2022	00056 OAK LODGE WATER SERVICES DISTR	PAYMENT FOR SVC TO CRW CUST. IN OAK LODG	11/7/2022	14,986.15	14,986.15
94255	11/09/2022	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP	275552130001 276084037001	405.91 258.97	664.88
94256	11/09/2022	02456 OREGON ASSOC OF WATER UTILITIE	JOB ANNOUNCEMENT - WATER WORKS MECHANIC	34002	132.50	132.50
94257	11/09/2022	00048 OREGON CITY, CITY OF	PAYMENTS FOR SVC TO CRW CUST. IN OREGON PUMPING CHARGES - OCTOBER 2022	11/8/2022 09/30-10/31/2022	30,354.00 7,041.11	37,395.11
94258	11/09/2022	00048 OREGON CITY, CITY OF	ACC:# 04-792203-01 (130825) 08/31 - 09/3	08/31-9/30/22	19.14	19.14
94259	11/09/2022	02240 PACIFIC POWER GROUP LLC	PORTABLE GEN SERVICE #3 PORTABLE GEN SERVICE #2	505499-00 505498-00	815.00 795.01	1,610.01
94260	11/09/2022	00021 PGE	WATER TREATMENT PLANT OCTOBER 2022 PUMP STATION OCTOBER 2022 ADMIN OCTOBER 2022	WTP OCTOBER PUMP STATION OCT 22 ADMIN OCTOBER 2022	32,948.20 21,892.52 2,705.56	57,546.28
94261	11/09/2022	00018 PITNEY BOWES GLOBAL FIN SVC LL	ACC.: #0010797993 - INSERTING SYSTEM LEA	3316534757	306.36	306.36
94262	11/09/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3672069 - 10/20 TO COPIER LEASE #1021276-3797919 10/10-11/0	106650231 106627992	359.52 45.75	405.27
94263	11/09/2022	03548 RIVER CITY ENVIRONMENTAL INC	INSTALL GRAY ST	305467589	1,683.56	

Monthly Check History Listing
Clackamas River Water
11/1/2022 to 11/30/2022

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Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			FIRE HYDRANT REPLACED	304663100	1,571.33	
			LEAK REPAIR KUEHN RD	305606696	1,073.10	4,327.99
94264	11/09/2022	00024 SOUTH FORK WATER BOARD	WATER PURCHASED - OCTOBER 2022	OCTOBER 2022	47,329.09	47,329.09
94265	11/09/2022	00577 SPECIAL DISTRICTS ASSOC OREGON	DECEMBER HEALTH BENEFITS PROGRAM	03-0054042,	60,339.08	60,339.08
94266	11/09/2022	04122 SPENCER OGDEN INC	PLACEMENT FEE JOHN MCKEVITT	5030241	17,982.00	17,982.00
94267	11/09/2022	00130 WASTE MANAGEMENT OF OREGON	OCTOBER 2022 TRASH REMOVAL SERVICES - RI	9329075-1574-0	1,998.46	
			OCTOBER 2022 - TRASH REMOVAL SERVICES -	9329076-1574-8	519.36	2,517.82
94268	11/09/2022	01736 WEST YOST ASSOCIATES	CRW SECURITY PLAN TASK 4	2051194	914.00	914.00
94269	11/09/2022	02373 WORLD CUP COFFEE & TEA SERVICE	COFFEE & TEA	0218758	270.65	270.65
94270	11/17/2022	00001 A & A DRILLING SERVICE INC	HOT TAPS	51997	3,160.00	3,160.00
94271	11/17/2022	00002 AMERICAN FAMILY LIFE ASSURANCE	ACC: 0XNX3 - VOL. PAYROLL DEDUCT. - NOVE	605932	1,609.60	1,609.60
94272	11/17/2022	03319 C & R REFORESTATION	EASEMENT MAINTENANCE CLEARING WITH	102822	8,280.00	8,280.00
94273	11/17/2022	00164 CENTURYLINK	ACC# 503-Z05-0025 691B PHONE SERVICES NO	503Z05-0025	369.45	369.45
94274	11/17/2022	04320 CHOWN INC	KEY COPIES FOR ROBERTS PROPERTY STORAGE	267629.00	45.00	45.00
94275	11/17/2022	00200 CLACKAMAS COUNTY	ONE CREW, CSW & GRAFFITI REMOVAL	20-7419	425.00	425.00
94276	11/17/2022	02555 COMCAST	COMCAST MONTHLY CABLE INTERNET 11/14-12/	2099723	248.85	248.85
94277	11/17/2022	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES ISIAH LLEWIS	122450205	1,344.00	1,344.00
94278	11/17/2022	01361 D & H FLAGGING INC	FLAGGING HATTAN AND SHILOH THREE DAYS	113079	3,252.50	
			FLAGGING HATTAN AND SHILOH ONE DAY	112976	1,615.25	4,867.75
94279	11/17/2022	01188 DHS-DRINKING WATER PROGRAM	CROSS CONNECTION CERT- BAILEY, FOXWORTY,	CROSS CONN	780.00	780.00
94280	11/17/2022	03504 ENTERPRISE FLEET MANAGEMENT	CUST #488054 TRUCK LEASE 11/01-11/31/202	FBN4607335	635.72	635.72
94281	11/17/2022	01844 FERGUSON ENTERPRISES INC	6 INCH C2 REGISTER OMNI	1116399	345.00	345.00
94282	11/17/2022	02322 GENERAL PACIFIC INC	8 PCS 6600-00	1449572	3,321.00	
			15 PCS 6700-00	1449571	2,505.00	5,826.00
94283	11/17/2022	03887 DBA: NAPA AUTO PARTS GENUINE	GREASE FOR 07-1000	4462-366221	45.90	45.90

Monthly Check History Listing
Clackamas River Water
11/1/2022 to 11/30/2022

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Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94284	11/17/2022	04411 GOODFELLOW BROS LLC	SPOIL'S DUMPING	13456	72.00	72.00
94285	11/17/2022	04080 GREEN GUARD	FIRST AID SUPPLIES	C502045	290.23	290.23
94286	11/17/2022	02284 K & D SERVICES OF OREGON INC	LEAK REPAIR	BILL019588	1,229.14	1,229.14
94287	11/17/2022	02487 LLC LINESCAPE DIRECTIONAL BORING	INSTALL LAKE ROAD	58982	850.00	850.00
94288	11/17/2022	04180 MADRONE TECHNOLOGY GROUP INC.	ANNUAL ANTIVIRUS PER COMPUTER CONTRACT WORK CONTRACT WORK	2418 2464 2446	12,600.00 330.00 275.00	13,205.00
94289	11/17/2022	01196 METRO	YARD DEBRIS AT HATTANT PUMP STATION	5231609	27.52	27.52
94290	11/17/2022	04242 NORTHWEST MECHANICAL GROUP	WTP FURNACE FAN PULLY FAILURE	28772	382.35	382.35
94291	11/17/2022	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP	276083936001 278032744001 275791861001 275791721001 278132736001	133.78 30.48 28.79 19.78 18.64	231.47
94292	11/17/2022	00373 OREGON AFSCME	UNION DUES UNION DUES UNION DUES UNION DUES	PR 10/14/2022 PR 09/30/2022 PR 10/28/2022 PR 09/16/2022	1,009.44 987.84 980.81 977.48	3,955.57
94293	11/17/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 2400 EQUIPMENT AND	C019918	1,509.25	1,509.25
94294	11/17/2022	00151 PROVIDENCE OCCUPATIONAL HEALTH	MEDICAL EXAM	33431	95.00	95.00
94295	11/17/2022	00229 RICOH USA, INC.	CUST. # 4220490 - ADDITIONAL COPIES 10/0 CUST. # 4197629 - ADDITIONAL COPIES 10/0 CUST. # 4220490 - ADDITIONAL COPIES 10/0	5065964176 5065979695 5065964239	155.27 88.22 27.03	270.52
94296	11/17/2022	03645 RITZ SAFETY LLC	30 PAIRS SAFETY GLASSES	6394525	179.08	179.08
94297	11/17/2022	03548 RIVER CITY ENVIRONMENTAL INC	INSTALL SHILOH LN FORYSTHE LEAK REPAIR	305935015 305905501	1,795.80 1,346.85	3,142.65
94298	11/17/2022	03701 SHRED NORTHWEST LLC	ADMIN SHREDDING SERVICES SYSOPS SHREDDING SERVICE	2945111022 14568111022	90.00 90.00	180.00

Monthly Check History Listing
Clackamas River Water
11/1/2022 to 11/30/2022

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94299	11/17/2022	02854 VERIZON WIRELESS	ACC.# 642537089 MACHINE TO MACHINE CHRG	9919513391	44.15	44.15
94300	11/17/2022	02247 WHA INSURANCE AGENCY INC	MERP ADMIN FEE OCTOBER 2022	11/10/2022	50.00	
			MERP ADMIN FEE AUGUST 2022	09/12/2022	50.00	
			MERP ADMIN FEE SEPTEMBER 2022	10/03/2022	50.00	150.00
94301	11/17/2022	00168 WICHITA FEED & HARDWARE	SHOVEL AND BROOM	5560	146.85	146.85
94302	11/22/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	5291125200	82.75	82.75
94303	11/22/2022	03525 BIO-MED TESTING SERVICES INC	PRE-EMPLOYMENT CHECK	94396	74.00	74.00
94304	11/22/2022	00304 CANTEL SWEEPING	NOVEMBER-PARKING LOT SWEEPING - OPS (CUS	E21597	240.00	
			NOVEMBER-PARKING LOT SWEEPING - ADMIN (C	E21596	185.00	
			NOVEMBER-PARKING LOT SWEEPING -RIVERSIDE	E21598	170.00	595.00
94305	11/22/2022	00317 CDW GOVERNMENT INC.	ADOBE SUBSCRIPTION RENEWAL	FD59401	2,084.72	2,084.72
94306	11/22/2022	00200 CLACKAMAS COUNTY	STREET LIGHTING 07/01/22-06/30/23	2022-135	112.00	112.00
94307	11/22/2022	00124 H D FOWLER CO INC	1900-10	16265887	43.17	43.17
94308	11/22/2022	02545 LAKESIDE INDUSTRIES INC	EASY STREET POLMER COLD PATCH	216557	496.00	496.00
94309	11/22/2022	00133 LES SCHWAB TIRE CENTERS INC	ONE TRAILER TIRE	22700796811	443.99	443.99
94310	11/22/2022	04242 NORTHWEST MECHANICAL GROUP	NOVEMBER HVAC MONTHLY BILL	28844	410.00	
			SPLIT UNIT - STEVES OFFICE	28831	319.85	729.85
94311	11/22/2022	00373 OREGON AFSCME	UNION DUES	PR 11/11/22	1,007.29	1,007.29
94312	11/22/2022	00448 OREGON DEPT OF REVENUE	ANNUAL OREGON HAZARDOUS SUBSTANCE POSSESS	2022	368.00	368.00
94313	11/22/2022	02240 PACIFIC POWER GROUP LLC	PORTABLE GEN # 1	505503-00	1,145.00	
			152ND ST RESERVOIR	505507-00	950.00	
			TAYLOR TERRACE GEN SERVICE	505504-00	910.00	
			REDLAND RESERVOIR	505508-00	830.00	
			KIRKWOOD GEN SERVICE	505505-00	675.00	
			BEAVERCREEK GEN	505506-00	675.00	5,185.00
94314	11/22/2022	02386 PRINCIPAL FINANCIAL GROUP	LIFE, AD&D & LTD, ACC.# 108 1726-10001	DECEMBER 2022	6,399.79	6,399.79
94315	11/22/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774 - 11/17 TO	106706071	208.86	208.86

Monthly Check History Listing
Clackamas River Water
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94316	11/22/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3745995 - 12/05 TO	106705421	208.86	208.86
94317	11/22/2022	01677 TOYOTA OF GLADSTONE	TOYOTA SERVICE AND FILTERS 21-200	659550	95.47	95.47
94318	11/22/2022	00290 UNITED RENTALS NORTHWEST INC	EQUIPMENT RENTAL	211696162-001	2,967.56	2,967.56
94319	11/28/2022	04431 JOHN MCKEVITT	11/18/22 PAYROLL	11/18/2022	3,364.56	3,364.56
94320	11/30/2022	00267 ALEXIN ANALYTICAL INC	Q3 WMV, Q3 TOC/NUT/VOC Q3 DBP'S, TOC/NUT	44336	9,080.00	9,080.00
94321	11/30/2022	01546 CASCADE COLUMBIA DIST CO INC	SODA ASH - DENSE - FY2023	853076	5,232.50	5,232.50
94322	11/30/2022	00164 CENTURYLINK	ACC# 503-723-6700 962B - PHONE SERVICES	NOV 16 - DEC 16	89.23	89.23
94323	11/30/2022	03644 CITY OF HAPPY VALLEY	ROW USAGE FEE - REG/LICENSE FEE 1ST QUAR	10/01/2022	1,875.00	1,875.00
94324	11/30/2022	04147 CITY WIDE TREE SERVICES INC	REDLAND RD DEAD TREE REMOVAL	19985	450.00	450.00
94325	11/30/2022	01188 DHS-DRINKING WATER PROGRAM	OREGON DRINKING WATER CERT-BAILEY,FOXWOR	ORE WATER CERT	770.00	770.00
94326	11/30/2022	01844 FERGUSON ENTERPRISES INC	48 PCS1520-10	1157011	3,384.00	3,384.00
94327	11/30/2022	00128 IDEXX DISTRIBUTION CORP.	WATER TESTING REAGENTS	3111988091	164.97	164.97
94328	11/30/2022	04180 MADRONE TECHNOLOGY GROUP INC.	DATA BACK UP SUBSCRIPTION	2487	2,939.00	2,939.00
94329	11/30/2022	00353 METRO OVERHEAD DOOR INC	AUTOMATIC ACCESS GATES	229950	631.00	631.00
94330	11/30/2022	00343 MICROMAIN CORP.	ANNUAL PSS RENEWAL-CMMS SUBSCRIPTION	74211	1,886.24	1,886.24
94331	11/30/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 2400 EQUIPMENT AND	C030514	1,737.31	1,737.31
94332	11/30/2022	00555 TYLER TECHNOLOGIES INC	EDEN INFORUM GOLD SUPPORT - MAINTENANCE	045-400356	39,098.68	39,098.68
94333	11/30/2022	02854 VERIZON WIRELESS	ACC.#472115222-00002 CELL PHONE CHARGES	9920241049	2,322.72	
			ACC.#472115222-00001 CELL PHONE CHARGES-	9920241048	1,606.15	3,928.87
94334	11/30/2022	02373 WORLD CUP COFFEE & TEA SERVICE	COFFEE AND TEA	0221567	143.10	143.10

apbank Total: 526,489.08

116 checks in this report

Total Checks: 526,489.08

CLACKAMAS RIVER WATER

Agenda Item –
CA-2

REGULAR BOARD MEETING

December 8, 2022

SUBJECT **Cash Position and Transfers**

DRAFT MOTION	Move to approve the consent agenda
EFFECTIVE DATE	December 8, 2022

PRINCIPAL STAFF PERSON Jason Kirkpatrick, CFO

BOARD ACTION REQUESTED Approve the consent agenda items.

DOCUMENTS ATTACHED None

Agenda Summary

BACKGROUND Cash and Investment Position as of November 30, 2022, is:

	Balance as of 10/31/2022	\$ 7,605,875	\$ 15,738,560	\$ 23,344,435
	Cash receipts	1,855,968	34,603	1,890,571
	Payroll	(294,904)		(294,904)
	A/P checks	(526,489)		(526,489)
Bond and other electronic payments				-
Transfers between accounts				-
	Balance as of 11/30/2022	\$ 8,640,450	\$ 15,773,163	\$ 24,413,614

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Management Report

PRINCIPAL STAFF PERSON Todd Heidgerken

DOCUMENTS ATTACHED

Table of Contents

The Management Report will have two sections: (A) an overview of GM and Staff activity during the month; (B) informational articles (when available)

- A. Management Report
- B. Informational articles or Materials –None at this time
- C.

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Management Report

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PRINCIPAL STAFF PERSON Todd Heidgerken

BOARD ACTION REQUESTED None

A. Management Report

1. Communications:

Monthly Report – The monthly report will be provided to the Board separately and posted on the CRW Website.

2. CRW Receives Certificate of Achievement for Excellence in Financial Reporting:

CRW was recently informed that we have received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. This Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. This is a significant accomplishment.

When a Certificate of Achievement is awarded to a government entity, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated as primarily responsible for the entity’s having earned the Certificate. At CRW this would be our Finance, Accounting and Customer Service (FACS) Department.

3. Intergovernmental Activities:

Special Districts Association of Oregon (SDAO) Board Meeting – The SDAO and Special Districts Insurance Services (SDIS) held a joint meeting to review financial, investment and audit reports for the two organizations. The organizations also checked in on progress on the 2022-2025 Business Plan Goals.

A significant portion of the meeting was set aside to discuss the SDAO-SAIF Risk Management Service Agreement that was approved as part of the SDAO Board meeting. SAIF is a not-for-profit workers’ compensation insurance company in Oregon.

Recognizing the importance of making sure SDAO/SDIS members to have access to affordable workers' compensation rates, SDAO/SDIS worked with SAIF to create a group workers' compensation program through SAIF. Under the agreement, SDAO will continue to provide risk management, including safety services, for members in the group and other SDIS insurance programs. Partnering with SAIF allows SDIS to continue focusing on their mission of enhancing worker safety while maintaining affordable coverage for their members

During the SDAO Board meeting, the Board Members approved the SDAO-SAIF Risk Management Agreement (mentioned above), received reports from the Governmental Affairs and Membership Services staff, and discussed final arrangements for the SDAO Annual Conference in February in Sunriver. As President of SDAO, GM Heidgerken participated in the meetings. The next SDAO Board meeting will be held prior to the SDAO Annual Conference in February.

Tri- State Water Utilities Council (WUCs) Meeting - GM Heidgerken participated in the annual Tri-State WUC meeting. Representatives from water utilities in Oregon, Washington, and Idaho met to exchange information regarding legislative and regulatory issues at the state level.

Chris Moody of the American Water Works Association's (AWWA) governmental affairs office in Washington, DC provided an update on Federal legislative and regulatory activities related to drinking water. AWWA staff provided an overview of the funding and challenges associated with the implementation of the Bipartisan Infrastructure Law (BIL).

Besides the focus on national issues and regulations, utility representatives had an opportunity to share issues encountered in their states and exchange ideas and information on approaches.

4. **Emergency Management Update:** CRW has finalized revisions to the Emergency Response Plan and distributed the final version. This plan will be exercised in a series of events in December and January that will focus on impacts of an 8.0 earthquake. Staff have been trained in their roles and will be able to gain a greater understand how all the pieces fit together to achieve the mutual goal of completing a single incident response planning cycle.

In addition, the Emergency Manager is working with SysOps and Water Resources Departments on resiliency project proposals which include looking at the value of seismic valves in our distribution and how they can help preserve water in an earthquake. This work will also fit well with other regional efforts to look at emergency water distribution.

5. **Safety Update:** Recently released, the revised 2023 safety training plan to meet staff needs by providing for diverse delivery methods, test out options, focused content on risks present in the workplace, etc. The Chemical Hygiene project replaced NFPA signage at the CRW Water Treatment Plant, 90th Street Pump Station (PS), and Hattan Road PS and revised employee emergency handbook segment on chemical exposure spill response and first aid. The revised and reformatted Emergency Employee Handbook was rolled out to employees in November

6. **Security Update:** Camera replacements/expansion/digitization project is still in the procurement stage by the vendor. We anticipate completion in January. Budget planning to expand electronic security measures to our prioritized pump stations and reservoirs. We continue working to prioritize projects articulated in the Risk and Resilience Assessment as part of our America's Water Infrastructure Act (AWIA) compliance.

7. **Looking Ahead:**
 - The agenda setting meeting for the January 2023 Board meeting will be held on December 22 at 9am
 - The CRW office will be closed on Monday December 26 to observe the Christmas Holiday.
 - Todd is on vacation December 26-29
 - The CRW office will be closed on Monday, January 2, 2023 to observe the New Year's Day Holiday
 - There will be no December work sessions
 - The January Board meeting will be held on January 12, 2023 at 6:00pm

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

December 8, 2022

SUBJECT Commissioner Reports and Reimbursement Requests

DRAFT MOTION NO MOTION REQUIRED

EFFECTIVE DATE

PRINCIPAL STAFF PERSON Board of Commissioners

BOARD ACTION REQUESTED Commissioner Communications

DOCUMENTS ATTACHED 2023 Board Meeting Calendar

Agenda Summary

BACKGROUND

Changes to the regularly schedule meeting dates include the following:

- February Regular Board meeting will be held on Thursday February 16 rather than February 9
- Should there be a need for a September Board Work Session, the meeting will be held on Tuesday September 26

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Danel out of town New Year's Day	2 New Year's Day New Years Day	3 Asarah B'Tevet (Tenth of	4	5	6	7
8	9	10	11 5:30pm - Regional Water	12 6pm - CRW Board	13	14
15	16 Martin Luther King Jr.	17 7pm - Oak Lodge Board	18	19 7pm - Clackamas River	20	21
22	23 6pm - CRW Board Work	24 4pm - Board agenda topic	25 6pm - SFWB - Board 6pm - Sunrise Water	26 5:30pm - NCCWC	27	28
29	30	31	1 First Day of Black History 9am - CRWP Clackamas 6:30pm - Regional Water	2	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1 <div style="border: 1px solid red; padding: 2px;">First Day of Black History</div> 9am - CRWP Clackamas 6:30pm - Regional Water	2	3	4
5	6 <div style="border: 1px solid blue; padding: 2px;">Tu Bishvat</div>	7	8	9 <div style="border: 1px solid blue; padding: 2px;">SDAO Conference- Sunriver @ Sunriver, OR 97707, USA</div>		
12 <div style="border: 1px solid blue; padding: 2px;">SDAO Conference-</div>	13	14 <div style="border: 1px solid red; padding: 2px;">Valentine's Day</div>	15	16 6pm - CRW Board 7pm - Clackamas River	17	18
19	20 <div style="border: 1px solid red; padding: 2px;">Presidents' Day</div>	21 7pm - Oak Lodge Board	22 6pm - SFWB - Board 6pm - Sunrise Water	23	24	25
26	27 6pm - CRW Board Work	28 4pm - Board agenda topic	1 <div style="border: 1px solid red; padding: 2px;">First Day of Women's</div>	2	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2	3	4
	6pm - CRW Board Work	4pm - Board agenda topic	First Day of Women's			
5	6	7	8	9	10	11
	Fast of Esther Purim Eve	Purim (Tel Aviv)	Shushan Purim	6pm - CRW Board		
12	13	14	15	16	17	18
Daylight Saving Time				7pm - Clackamas River	St. Patrick's Day	
19	20	21	22	23	24	25
		7pm - Oak Lodge Board	6pm - SFWB - Board 6pm - Sunrise Water	5:30pm - NCCWC		
26	27	28	29	30	31	1
	6pm - CRW Board Work	4pm - Board agenda topic				

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26 6pm - CRW Board Work	27 4pm - Board agenda topic	28	29	30	31	1
2	3	4	5 Passover Eve 9am - CRWP Clackamas 1:30pm - Regional Water	6 Passover (Day 1)	7 Passover (Day 2)	8 Passover (Day 3)
9 Easter Sunday Passover (Day 4)	10 Easter Monday Passover (Day 5)	11 Passover (Day 6)	12 Passover (Day 7) 5:30pm - Regional Water	13 6pm - CRW Board	14	15
16	17	18 Tax Day Yom HaShoah 7pm - Oak Lodge Board	19	20 7pm - Clackamas River	21	22
23 6pm - CRW Board Work	24	25 Yom HaZikaron 4pm - Board agenda topic	26 Yom HaAtzmaut 6pm - SFWB - Board 6pm - Sunrise Water	27 6pm - 1st CRW Budget	28	29
30 First Day of Asian Pacific 6pm - 2nd CRW Budget	1	2	3	4	5 Cinco de Mayo	6

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	1 First Day of Asian Pacific 6pm - 2nd CRW Budget	2	3	4	5 Cinco de Mayo	6
7	8 6pm - 3rd CRW Budget	9 Lag BaOmer	10	11 6pm - CRW Board	12	13
14 Mother's Day	15	16 7pm - Oak Lodge Board	17	18 7pm - Clackamas River	19 Jerusalem Day	20
21	22 6pm - CRW Board Work	23 4pm - Board agenda topic	24 6pm - SFWB - Board 6pm - Sunrise Water	25 Shavuot Eve	26 Shavuot	27
28	29 Memorial Day	30	31	1 First Day of LGBTQ+ Pride	2	3

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29 Memorial Day	30	31	1 First Day of LGBTQ+ Pride	2	3
4	5	6	7 9am - CRWP Clackamas 6:30pm - Regional Water	8 6pm - CRW Board	9	10
11	12	13	14 Flag Day	15 7pm - Clackamas River	16	17
18 Father's Day	19 Juneteenth	20 7pm - Oak Lodge Board	21	22 5:30pm - NCCWC	23	24
25	26 6pm - CRW Board Work	27 4pm - Board agenda topic	28 6pm - SFWB - Board 6pm - Sunrise Water	29	30	1

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26 6pm - CRW Board Work	27 4pm - Board agenda topic	28 6pm - SFWB - Board 6pm - Sunrise Water	29	30	1
2	3	4 Independence Day	5	6 17th of Tammuz	7	8
9	10	11	12	13 6pm - CRW Board	14	15
16	17	18 7pm - Oak Lodge Board	19	20 7pm - Clackamas River	21	22
23	24 6pm - CRW Board Work	25 4pm - Board agenda topic	26 Tisha B'Av Eve 6pm - SFWB - Board 6pm - Sunrise Water	27 Tisha B'Av	28	29
30	31	1	2 9am - CRWP Clackamas	3	4	5

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2 9am - CRWP Clackamas	3	4	5
6	7	8	9	10 6pm - CRW Board	11	12
13	14	15 7pm - Oak Lodge Board	16	17 7pm - Clackamas River	18	19
20	21	22 4pm - Board agenda topic	23 6pm - SFWB - Board 6pm - Sunrise Water	24	25	26
27 6pm - CRW Board Work	28	29	30	31	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28 6pm - CRW Board Work	29	30	31	1	2
3	4 Labor Day	5	6	7	8	9
10	11	12 5:30pm - Regional Water	13 6pm - CRW Board	14 First Day of Hispanic Rosh Hashana Eve	15 Rosh Hashana	16
17 Rosh Hashana (Day 2)	18 Gedaliah Fast	19 7pm - Oak Lodge Board	20	21 7pm - Clackamas River	22	23
24 Yom Kippur Eve	25 Yom Kippur	26 4pm - Board agenda topic 6pm - CRW Board Work	27 6pm - SFWB - Board 6pm - Sunrise Water	28 5:30pm - NCCWC	29 Sukkot Eve	30 Sukkot (Day 1)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Sukkot (Day 2)	2 Sukkot (Day 3)	3 Sukkot (Day 4)	4 Sukkot (Day 5) 9am - CRWP Clackamas 6:30pm - Regional Water	5 Sukkot (Day 6)	6 Sukkot (Day 7) /	7 Shemini Atzeret /
8	9 Columbus Day Indigenous Peoples' Day	10	11	12 6pm - CRW Board	13	14
15	16	17 7pm - Oak Lodge Board	18	19 7pm - Clackamas River	20	21
22	23 6pm - CRW Board Work	24 4pm - Board agenda topic	25 6pm - SFWB - Board 6pm - Sunrise Water	26	27	28
29	30	31 Halloween	1 First Day of American	2	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31 Halloween	1 First Day of American	2	3	4
5 Daylight Saving Time	6	7 Election Day	8	9 6pm - CRW Board	10 Veterans Day (substitute)	11 Veterans Day
12	13	14	15	16 7pm - Clackamas River	17	18
19	20 7pm - Oak Lodge Board	21 6pm - SFWB - Board 6pm - Sunrise Water	22	23 Thanksgiving Day	24 Native American Heritage	25
26 6pm - CRW Board Work	27 4pm - Board agenda topic	28	29	30	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
	6pm - CRW Board Work	4pm - Board agenda topic				
3	4	5	6	7	8	9
			9am - CRWP Clackamas 5:30pm - Regional Water		Hanukkah (Day 1)	Hanukkah (Day 2)
10	11	12	13	14	15	16
Hanukkah (Day 3)	Hanukkah (Day 4)	Hanukkah (Day 5)	Hanukkah (Day 6) / Rosh	Hanukkah (Day 7) 6pm - CRW Board	Hanukkah (Day 8)	
17	18	19	20	21	22	23
		7pm - Oak Lodge Board		7pm - Clackamas River	Asarah B'Tevet (Tenth of	
24	25	26	27	28	29	30
Christmas Eve	Christmas Day	4pm - Board agenda topic	6pm - SFWB - Board 6pm - Sunrise Water			
31	1	2	3	4	5	6
New Year's Eve						