

AGENDA

Thursday, October 27, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-113

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation from the County Assessor Regarding the 2016 Property Tax Statements
(Bob Vroman, Clackamas County Assessor)

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

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

A. Health, Housing & Human Services

1. Approval of a Grant Agreement with Northwest Family Services for Strengthening, Preserving, Reunifying Families Parenting Education and Coaching Services – *Children, Youth & Families*
2. Approval of Amendment No. 10 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Department of Transportation & Development

1. Acceptance of Oregon Department of Transportation Grant to Fund the Clackamas County Safe Routes to School Project
2. Approval of an Intergovernmental Agreement with the City of Portland to Provide Plan Review Services and Inspection Coordination for the Sewer Project on Terwilliger Blvd
3. Approval of a Contract with Environmental Science Associates, California Corporation, for On-Call Environmental Consultation Services – 2016 - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Acceptance of the Victims of Crime Act 2016-2017 One-Time Non-Competitive Grant Award for the District Attorney's Office – *District Attorney*

D. Public and Government Affairs

1. Board Order No. _____ for an Extension to the Cable Television Franchise Agreement with Canby Telephone Association, Canby Telcom

E. Technology Services

1. Approval to Enter into an Intergovernmental Agreement between Clackamas Broadband eXchange and the City of Portland to Co-Build a Dark Fiber Network for Fiber Cable Over the Sellwood Bridge and South Along Hwy. 43 into Lake Oswego

IV. WATER ENVIRONMENT SERVICES

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

1. Approval and Acceptance of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1
2. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements
3. Approval of an Intergovernmental Agreement between Surface Water Management Agency of Clackamas County, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

Department of Assessment & Taxation

Bob Vroman, Assessor



2016

Property Tax Information

150 Beaver Creek Road
Suite 135
Oregon City, Oregon

Office Hours:

7:00 AM to 6:00 PM

Monday - Thursday

~Closed on Friday's~

Clackamas County
Offices are closed
Thursday, Nov 10th
in observance of
Veterans Day

☎ 503-655-8671

☎ 503-655-8313

Email

Propertytaxinfo
@clackamas.us

Visit our website at
www.clackamas.us/at

Walk in payment service is available during business hours; **payment drop boxes** are located at our building entrance and a drive-thru drop box is in the parking lot during November.

Please do not place cash in the drop boxes



Tax Payment Options

Full Amount: Receive a 3% discount if paid in full by Nov 15, 2016

2 Payments: Receive a 2% discount if paying 2/3's by Nov 15, 2016 and final 1/3 is due May 15, 2017

3 Payments: Pay 1/3 on each date 11/15/16, 2/15/17 & 5/15/17

Payment Delivery Options

Pay Your Taxes Online ☒ Go to www.clackamas.us/at/pay.html to pay by credit card, debit card, or e-check. Payments must be submitted on or before the due date. Bank processing fees are added and Clackamas County retains no portion of that fee. Bank & return payment fees are listed on our website.

Credit and debit card payments can only be made online ☒

The online payment process is completely voluntary.

We cannot process payments by phone.

Electronic Bill Pay Services Payments must be received by Nov 15, 2016. Allow sufficient time for the institution to submit payment on or before the due date.

US POSTAL SERVICE (USPS) Payments must be postmarked by Nov 15, 2016 with proper postage; please do not mail cash. Please note that post offices in outlying areas may not process mail the same day it is received.

Please make checks payable to Clackamas County Tax Collector.



Please Mail Early — Postmark dates are important

Please include payment stubs with your check. **Discounts are lost if payments are not postmarked or received by November 15, 2016.** Your cancelled check is your receipt. **Postdated checks are not timely payments.** All checks are processed as received. Please do not mail cash. Your payment by check authorizes us to process a one-time electronic funds transfer. Make checks payable to Clackamas County Tax Collector or CC Tax. Payments returned for insufficient funds or postage will result in loss of discount. Returned checks will be charged a \$25.00 service fee.

Yellow Tax Statements

A yellow statement means a lender requested your payment information and *may* pay your property tax. Call your lender if you have any questions. Keep this statement for your records and please do not pay if your lender pays your taxes.

Appeal Rights to the Board of Property Tax Appeals (BOPTA)

If you have questions regarding the values on your tax statement, please call 503-655-8671; our appraisal staff will be available to discuss your concerns. If you disagree with the values on your tax statement, you can file an appeal with the Board of Property Tax Appeals (BOPTA) by Tuesday, January 3, 2017. You can contact the County Clerk's office at 503-655-8662 for more information. BOPTA information and appeal forms are available online at **www.clackamas.us/at/proappeals.html**. Appeal forms must be postmarked or delivered directly to the Clerk's office on or before Tuesday, January 3, 2017.

Town Hall Meetings

The Assessor and his staff will conduct 6 town hall meetings between November 1st & November 9th. Information includes property values, tax changes, senior & disabled citizen property tax deferrals, veterans exemptions, farm and forestland deferrals, value appeals, plus Measure 50 and its effect on taxes.

DATE	LOCATION
November 1, 2016 2:00 – 3:30 PM	GLADSTONE Gladstone Senior Center 1050 Portland Avenue
November 1, 2016 7:00 – 8:30 PM	DAMASCUS Damascus Community Church 14251 SE Rust Way
November 2, 2016 7:00 – 8:30 PM	All County Town Hall Development Services Bldg Room 119/120 150 Beaver Creek Road Oregon City
November 3, 2016 2:00 – 3:30 PM	LAKE OSWEGO Adult Community Center 505 G Avenue
November 7, 2016 12:30 – 2:00 PM	SANDY Community & Senior Center 38348 Pioneer Boulevard
November 9, 2016 7:00 – 8:30 PM	MILWAUKIE The Milwaukie Center 5440 SE Kellogg Creek Drive

www.clackamas.us/at

- Real market values rise for January 1, 2016
- Tax changes and increases by area
- 2016 Press Release
- What is Measure 5 Compression
- The disincorporation of Damascus
- Business Personal Property
- Senior & Disabled Citizen Deferrals
- Farm & Forestland Deferrals
- Veteran or Surviving Spouse Exemption
- Federal assistance may be available for delinquent property taxes from the Hardest Hit Fund Program
- Account data now available online

View property value history online



The Real Estate Market and Assessed Values for 2016

Clackamas County real market values continue to increase. Under our property tax system, taxes are based on the lesser of market or maximum assessed value (MAV). MAV generally grows 3% each year resulting in an assessed value growth of 3% and a tax increase of about 3%. That's typically how the mechanics of Measure 50 were designed to work and this will be the outcome for many property owners again this year. However, we have a complex system and it won't be the case for everyone. There are situations that result in a property tax increase greater than the typical 3%. These include changes to property like remodeling, new construction, new money measures or a combination of changes. As market values rise, property owners may have less tax savings from Oregon's other property tax limitation, Measure 5.

Voter Approved Money Measures

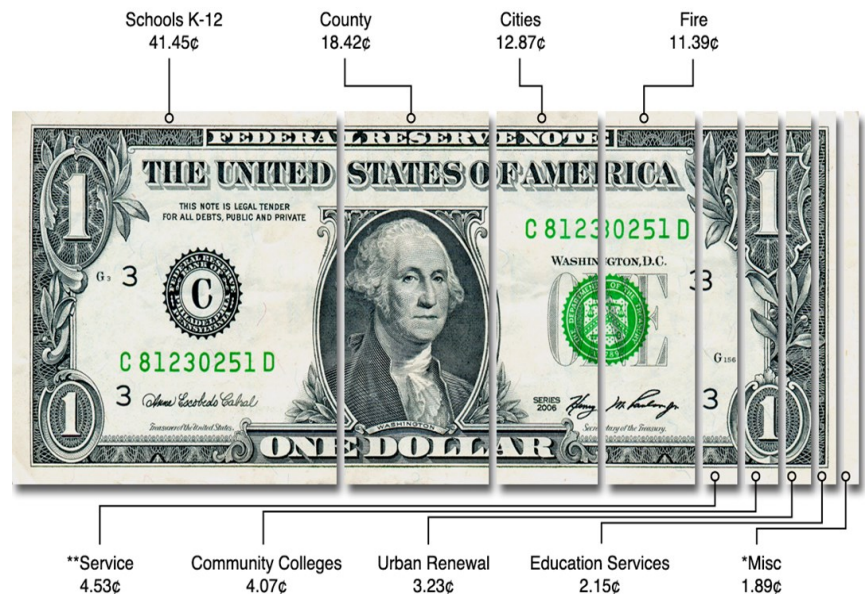
Local Option Renewals:

Canby Rural Fire Protection	Up from \$0.34 to \$0.45 /1,000
Riverdale School District	Up from \$1.07 to \$1.37 /1,000

New Bonds:

City of Milwaukie Library	\$0.35 per 1,000
Silverton Rural Fire District	\$0.28 per 1,000

Property Taxes Support Your Local Services



* Miscellaneous includes Port, Vector, Cemetery, Water, Parks, and Lighting.
 ** Service includes Library, Metro, Extension Office, and Sewer Based on 2015 Data

Property taxes in Clackamas County support 133 local government taxing districts, including 18 school districts, 16 cities, 14 fire districts, and the County. Other taxing districts providing services include water districts, public safety districts, the Port of Portland, and Metro.

October 27, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement with Northwest Family Services for
Strengthening, Preserving, Reunifying Families Parenting Education and Coaching Services

Purpose/Outcomes	Parenting education and coaching services will be provided to Child Welfare system involved families using the Nurturing Parenting curriculum. Approximately 10 families per month and/or 35 unduplicated families over the 10 month term of this agreement will be served.
Dollar Amount and Fiscal Impact	\$65,000 No County General Funds are involved
Funding Source	State General Funds
Duration	From September 1, 2016 through June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	7989

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Grant Agreement with Northwest Family Services for Parenting Education and Coaching Services. Services will be provided in the homes of Child Welfare involved families that have already or are at risk of having their children placed in foster care. Parents will learn to manage stress, build parenting skills, and be referred to needed resources.

No County General Funds are involved in this Grant Agreement. It has been reviewed and approved by County Counsel. It becomes effective September 1, 2016 and terminates June 30, 2017 and has a maximum value of \$65,000.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
CYF GRANT AGREEMENT #7989**

Project Name: SPRF – Nurturing Parenting
Project Number:

This Agreement is between **Clackamas County, Oregon**, acting by and through its Department of Health, Housing & Human Services (COUNTY) and **Northwest Family Services** (SUBRECIPIENT).

Clackamas County Data

Grant Accountant: Bryant Scott	Program Manager: Joseph Koziol
Clackamas County Children, Youth & Families Division 2051 Kaen Rd. Oregon City, OR 97045 503-650-5675 bscott@clackamas.us	Clackamas County Children, Youth & Families Division 2051 Kaen Rd. Oregon City, OR 97045 503-650-5676 jkoziol@co.clackamas.or.us

SUBRECIPIENT Data

Finance/Fiscal Representative: Rose Fuller	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Rd Portland, Oregon 97222 503-546-6377 rfuller@nwfs.org	Northwest Family Services 6200 SE King Rd Portland, Oregon 97222 503-546-6377 rfuller@nwfs.org
EIN: 93-0841022	

RECITALS

1. Program description: Parenting Education and Coaching services will be provided by Northwest Family Services to Oregon Department of Human Services Child Welfare System-involved clients using the Nurturing Parenting Curriculum. Approximately 10 families per month and/or 35 unduplicated families over the ten-month contract term will be served.
2. **Northwest Family Services** (SUBRECIPIENT) is a not-for-profit organization whose mission is to equip people with vital skills for a lifetime in support of child well-being and family stability. Northwest Family Services partners with schools, county agencies, and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment. It has well demonstrated capacity to provide the services outlined in this agreement
3. Children, Youth & Families Division (COUNTY) desires to work with **Northwest Family Services** to provide parenting education and coaching services to prevent further escalation of the early stages of maltreatment among families identified as “at-risk” by the Oregon Department of Human Services.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **September 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Human Services Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.
4. **Grant Funds.** The COUNTY's funding for this Agreement is issued to the COUNTY by the State of Oregon Department of Human Services. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$65,000**.
5. **Disbursements.** Payments will be made in the amount of \$6,500 per month for the ten month duration of this Agreement and in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
8. **Funds Available and Authorized.** The COUNTY certifies that **\$65,000** has been obligated to COUNTY by Oregon Department of Human Services on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue advanced to SUBRECIPIENT should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: PROGRAM BUDGET. SUBRECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification changes the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this agreement and in accordance with guidelines set by Oregon Department of Human Services.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior to this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Monthly requests for payment should be submitted as specified in Exhibit D: Payment Request.
- h) **Performance.** The SUBRECIPIENT must submit Performance Reports as specified in **Exhibit C** for each period (monthly, quarterly, and final) during the term of this Agreement.
- i) **Financial Reporting.** SUBRECIPIENT will submit completed Exhibit D: Payment Request on a monthly basis.
- j) **Lobbying.** SUBRECIPIENT agrees that no portion of the grant funds will be used to engage in lobbying of the Federal, State, or County Government or in litigation against the United States unless authorized under existing law.
- k) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- l) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the Department of Human Services, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- m) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be

required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- n) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards

- a) SUBRECIPIENT shall not use sub-contractors to perform the work unless specifically pre-authorized in writing to do so by the COUNTY.
- b) If pre-authorized by COUNTY to use sub-contractors to perform the work, all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- c) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement 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 COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Worker's Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance.
 - 2) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death on an "occurrence" form in the amount of not less than \$3,000,000 per occurrence for single claimant and \$5,000,000 per occurrence for multiple claimants and covering property damage in the amount of \$200,000 per occurrence for single claimant and \$600,000 per occurrence for multiple claimants for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 3) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$3,000,000 per single occurrence and \$5,000,000 per occurrence for multiple claimants for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way

related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured but only with respect to SUBRECIPIENT's activities under this agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
 - 6) **"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 this Agreement, for a minimum of 24 months following the late of: (i) the SUBRECIPIENT's completion and COUNTY's acceptance of all services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement.

Notwithstanding the foregoing 24-month requirement, if the SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonable available in the marketplace is less than the 24-month period described above, then the SUBRECIPIENT may reasonably request approval of the maximum time period the "tail" coverage is reasonably available in the marketplace. If the request is granted, the SUBRECIPIENT shall maintain "tail" coverage for the maximum time period the "tail" coverage is reasonably available in the marketplace.
 - 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.

- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Follows)

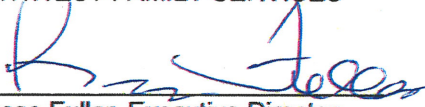
SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

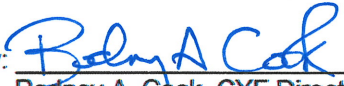
NORTHWEST FAMILY SERVICES

By: _____
Richard Swift, H3S Director
Signing on behalf of the Board

By: 
Rose Fuller, Executive Director

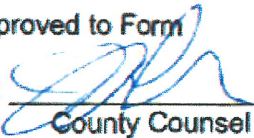
Dated: _____

Dated: 10/13/16

By: 
Rodney A. Cook, CYF Director

Dated: 10/17/16

By: _____
Recording Secretary Date

Approved to Form
By: 
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Payment

October 27, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #10 for the Intergovernmental Agreement with the
State of Oregon, acting by and through its Oregon Health Authority,
for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Provides for an increase in funding from the Oregon Health Authority for the Sustainable Relationships for Community Health (SRCH) in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #10 increases the funding by \$200,000 for a new Contract maximum value of \$6,426,858.00.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1 & 100616-A2
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7271

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #10 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases funding by \$200,000. for the Sustainable Relationships for Community Health (SRCH) in Clackamas County. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed and approved by County Counsel on October 17, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

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

Agreement #148002

**TENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Tenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, acting by and through its Clackamas County Health, Housing, and Human Services (“LPHA”), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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

AGREEMENT

1. The Agreement is amended as follows:
 - a. Exhibit C “Financial Assistance Award”, Section 1 only is amended to add the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
 - b. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

- 5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 6. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Karen Slothower (or designee)
 Title: Program Support Manager
 Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
 Name: Tammy L. Hurst, OPBC, OCAC
 Title: Contract Specialist
 Date: _____

ATTACHMENT A
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		2) Issue Date Sept. 29, 2016	This Action AMENDMENT FY2017
		3) Award Period From July 1, 2016 Through June 30, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	440,827	0	440,827
PE 03 TB Case Management	20,038	0	20,038 (g)
PE 04 Sustainable Relationships for Community Health	95,498	200,000	295,498 (j)
PE 07 HIV Prevention Services	99,559	0	99,559 (i)
PE 12 Public Health Emergency Preparedness	146,812	0	146,812
PE 13 Tobacco Prevention & Education	228,108	0	228,108
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	874,711	0	874,711 (b,c,k,l)
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 (e,f)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,515	0	23,515 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
5) FOOTNOTES:			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015.			
b) The July-September 2016 grant is \$213,511 and includes \$42,702 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion.			
c) The October-June 2017 grant is \$640,533 and includes \$128,107 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion.			
d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match.			
e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies.			
f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies.			
g) \$2,158 needs to be expended by 12/31/16			
h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds.			
i) \$29,260 must be spent by December 31, 2016			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	2) Issue Date Sept. 29, 2016	This Action AMENDMENT FY2017	
3) Award Period From July 1, 2016 Through June 30, 2017			
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438
PE 43 Immunization Special Payments	88,354	0	88,354 (d)
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	230,956	0	230,956 (h)
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500
PE 50 Safe Drinking Water Program	147,475	0	147,475
TOTAL	3,033,770	200,000	3,233,770
5) FOOTNOTES:			
j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017.			
k) \$675 represents the Fresh Fruit and Veggies funds.			
l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

ATTACHMENT B

Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

PE 04 HPCDP Sustainable Relationships for Community Health-Counties SFY 17 Award								
Federal Award Identification Number(FAIN):	6NU58DP004833-04-01	1NU58DP006083-02-00	N/A	N/A	N/A			
Federal Award Date:	TBD	TBD	N/A	N/A	N/A			
Performance Period:	6/30/16-6/29/17	6/30/16-6/29/17	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17			
Federal Awarding Agency:	CDC	CDC	State-Other Funds	State-Other Funds	State-Other Funds			
CFDA Number:	93.757	93.800	N/A	93.283	93.283			
CFDA Name:	State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disase and Stroke (PPHF)	Organized Approaches to Increase Colorectal Cancer Screening	Tobacco Master Settlement Account	Centers for Disease Control and Prevention- Technical Assistance	Centers for Disease Control and Prevention- Technical Assistance			
Total Federal Award:	\$ 1,054,814	\$ 732,400	\$ 2,128,328	\$ 133,398	\$ 616,602			
Project Description:	Oregon's Application for State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disase and Stroke (PPHF)	Oregon's Application for Organized Approaches to Increase Colorectal Cancer Screening	Tobacco Master Settlement Account	NACDD Medicare Delivery Model	NACDD Medicare Delivery Model			
Awarding Official:	Margaret R. West	T'Ronda Flagg	N/A	NACDD	NACDD			
Indirect Cost Rate:	17.45%	17.45%	17.45%	17.45%	17.45%			
Research And Development(Y/N):								
		Index/Pca	1305 PPHF (Ph 17)	CRC (Ph 17)	TMSA (FY17)	TOTAL		TOTALS
Agency/Contractors Name		DUNS	Award Amount	Award Amount	Award Amount	Award		
CLACKAMAS		096992656	\$ 51,567	\$ 13,370	\$ 30,561	\$ 95,498	\$ 36,000	\$ 164,000 \$ 295,498



M. BARBARA CARTMILL
DIRECTOR

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

October 27, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Acceptance of Oregon Department of Transportation Grant to Fund the Clackamas
County Safe Routes to School Project

Purpose/Outcomes	Use the \$127,500 grant from the Oregon Department of Transportation – Transportation Safety Division to fund the Clackamas County Safe Routes to School Project over a 3-year period.
Dollar Amount and Fiscal Impact	\$127,500 total with match of \$58,988.56 of staff time over 3 years. Year 1: \$32,500 Year 2: \$47,500 Year 3: \$47,500
Funding Source	Oregon Transportation Safety Division Grant
Duration	3 years
Previous Board Action	BCC/Administration approval to apply for grant funding.
Strategic Plan Alignment	<ul style="list-style-type: none"> • BCC goal to ensure safe, healthy and secure communities • DTD’s mission “to create safe, well designed livable communities.”
Contact Person	Lori Mastrantonio 503-742-4511, lorim@co.clackams.or.us

BACKGROUND:

The objective of this project is to work with schools to identify and plan for the creation of safe places for children to walk and bike to school as well as develop programs that encourage the usage of those facilities. This project will fund Safe Routes to School (SRTS) pedestrian and bicycle educational outreach program for up to 12 schools in the county. SRTS Action Plans identifying infrastructure needs will be completed as well, although future funding will be needed to construct.

The project is scheduled to continue through September 30, 2019. This grant application was reviewed and approved by Don Krupp on June 15, 2016. The executed project agreement was awarded on September 21, 2016.

County Counsel has reviewed and approved the agreement.

RECOMMENDATION:

Staff respectfully recommends acceptance of the grant award of \$127,500 from the Oregon Department of Transportation – Transportation Safety Division for the Clackamas County Safe Routes to School Project.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation



M. BARBARA CARTMILL
DIRECTOR

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

October 27, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County to provide plan review services and inspection coordination for their Sewer project on Terwilliger Blvd.

Purpose/Outcomes	Reimburse Clackamas County for time and expenses for plan review services and inspection coordination services during the installation of a gravity sewer line for domestic sewer disposal.
Dollar Amount and Fiscal Impact	IGA is for the amount of \$44,000. If cost exceed the amount, the City of Portland will deposit more money to cover cost occurred.
Funding Source	City of Portland will reimburse all cost to Clackamas County.
Duration	November 7, 2016 to June 30, 2017.
Previous Board Action	None
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Duffy Gehrts Engineering Tech 3 503-804-8271/ 503-742-4676
Contract No.	UP038616/ #187928

Background:

The City of Portland is replacing a failing pump station on Powers Court. The project consists of constructing 7,600 linear feet of 8-inch diameter sewer line. The 8-inch gravity fed sewer line will be running from a new manhole constructed over the existing Tyron Creek Trunk Sewer Line located in State Hwy 43 in Clackamas County. This will allow termination of the manhole on SW Northgate Ave located in the City of Portland.

Within the area under Clackamas County jurisdiction, the project will construct approximately 3,700 linear feet of 8-inch gravity sewer line, 17 manholes, 4 service laterals and 2 sewer extensions and a complete asphalt overlayment of Terwilliger Blvd within the County. The paving of Glen Road (a public road) between Iron Mountain Road and Underhill Rd will be completed within the detour route.

A utility permit application from the City of Portland to Clackamas County has been submitted and will be issued at the start of the project. Reference permit number UP038616.

County Counsel has reviewed and approved the agreement.

RECOMMENDATION:

Staff recommends the Board approve this agreement to recover any cost associated with this project.

Respectfully Submitted,



Mike Bezner

Assistant Director – Department of Transportation and Development

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
PORTLAND AND CLACKAMAS COUNTY TO PROVIDE PLAN REVIEW
SERVICES AND INSPECTION COORDINATION**

This is an Intergovernmental Agreement (the "Agreement"). It is entered into by and between the City of Portland, an Oregon municipality ("City"), and Clackamas County, an instrumentality of the State of Oregon, acting by and through its Department of Transportation ("DTD"). Its purpose is to provide plan review services and inspection coordination during the installation of a gravity sewer line for domestic sewer disposal.

RECITALS

1. The City desires to install an 8" gravity sewer line along SW Terwilliger Boulevard beginning at SW Northgate Avenue in the City of Portland, running into unincorporated Clackamas County and continuing to SW Riverside Drive (State Highway OR43) near the City of Lake Oswego where it will connect to an existing City trunk sewer.
2. It is in the best interest of the City and DTD for the City to pay the actual costs for DTD plan review services and inspection coordination during construction of the sewer line.
3. ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies obtained thereby.

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

Term.

This Agreement shall be effective upon execution, and shall expire upon the termination of the two (2) year performance warranty provided by the City to cover work on the Project (as defined below) in Clackamas County's jurisdiction.

1. Project Summary

- A. "The Project" shall consist of constructing 7,600 feet, more or less, of 8" diameter pipe running from a new manhole constructed over the existing City of Portland Tyron Creek Trunk sewer located in SW Riverside Drive (State Highway 43) in Clackamas County and terminate at a manhole located in SW Northgate Avenue located in the City of Portland.
- B. Within the area under Clackamas County jurisdiction, the Project will construct approximately 3,700 feet of 8" gravity sewer line, 17 manholes, 4 service laterals and 2 sewer main extensions.

The Project may include, among other elements, removal and replacement of asphaltic concrete ("AC") pavement, re-establishment of roadway shoulders, roadway striping, roadway drainage, (if necessary) survey monumentation and

monument recovery.

2. Obligations of DTD

- C. DTD shall provide plan review and inspection services to the City for construction of the Project.
- D. DTD shall provide invoice breakdowns monthly for reimbursement throughout the duration of the Project. DTD shall bill against the City's deposit, as required by Section 4.D.i ("the Deposit"), for the actual costs for performing plan review and inspection services. The City will be invoiced based on the Job Classifications and billing rates for employees working on the project. Average billing rates in effect at the time of execution of this Agreement are as follows; however, the City will be invoiced based on the then-current billings rates of employees working on the project.
- i. Senior Civil Engineer (\$128.54 per hour; 25 hours estimated);
 - ii. Administrative Support (\$103.92 (avg.) per hour; 25 hours estimated);
 - iii. Traffic Engineer (\$114.42 per hour; 15 hours estimated);
 - iv. Inspectors (\$87.49 per hour; 375 hours estimated);
 - v. Inspection Vehicle Rate (\$8.73 (avg.) per hour; 375 hours estimated)
- Special Note: DTD has estimated the above costs (i-v) at \$43,610.30. This estimate does not include the costs or deposits required by Clackamas County Surveyors Office ("CCSO") in Sections 3.C. and 4.D.ii.
- E. The City shall reimburse CCSO for costs associated with the following:
- i. CCSO shall charge the City actual costs for the replacement of any public land survey corners that are disturbed or removed during the project.
 - ii. If necessary, CCSO shall perform preliminary office research to locate record monuments according to the following billing rates with reimbursement from the Deposit.
 - iii. County Surveyor (\$133.00 per hour)
 - iv. Office Manager (\$99.00 per hour)
 - v. Administrative Assistant (\$96.00 per hour)
 - vi. Office Specialist (\$86.00 (avg.) per hour)
 - vii. Land Surveyor (\$112.00 (avg.) per hour)
 - viii. Engineering Technician (\$100.00 (avg.) per hour)
 - ix. Other services and deposits as may be necessitated and required by the Project to restore any affected monumentation.
- F. DTD shall review and, upon approval, stamp the construction plans and specifications and issue appropriate permits.
- G. DTD shall review engineer report submittals, attend project meetings, and perform Project inspections throughout the duration of the Project. These inspections may include, but are not limited to:

- i. Spot inspections;
 - ii. Reading reports;
 - iii. Contact with City staff regarding the Project;
 - iv. Final inspection;
 - v. Road closures for traffic control;
 - vi. Full-time inspection during road restoration; and
 - vii. Unforeseen conditions (complaints or call outs from residents or utilities).
- H. DTD shall perform road restoration inspections and the City shall perform any required restoration.
- I. If the Deposit has not been depleted, DTD shall reimburse the City upon approval of the final warranty inspection and completion of any noted corrections.

2. Obligations of the City

- A. The City shall adhere to conditions outlined in any and all DTD development, utility permit and related documents issued in conjunction with the Project.
- B. The City, at its own expense, shall review the County's preliminary office research locating record monuments and complete and file a preconstruction monument recovery survey prior to construction.
- C. The City shall perform full time inspection and testing services in the field. The City will provide all reports to DTD for review each week throughout the duration of the project.
- D. The City shall reimburse DTD for the actual costs of plan review and inspection services throughout construction of the Project.
 - i. City shall provide DTD the Deposit, in the amount of \$44,000, to cover plan review and inspection services. If and when the Deposit has been depleted, the City shall reimburse DTD monthly upon receiving itemized billings from DTD.
 - ii. City shall provide CCSO the Deposit, in the amount of \$10,000, to cover services described in 3. C. If and when the Deposit has been depleted, the City shall reimburse CCSO monthly upon receiving itemized billings from CCSO.
- E. The City shall provide a performance warranty guaranteeing all work performed as part of the Project for a period of two (2) years from the date the development permit receives a final inspection.
- F. The City shall provide to DTD as-constructed drawings that reflect any changes from the approved plans, such as, but not limited to changes that result in pipe realignment, placement of appurtenant facilities, or different road restoration.

3. Work Plan and Scheduling

- A. The City intends to begin construction of the Project in October 2016. Project completion is anticipated to be approximately one (1) year after the start of

construction.

- B. Nothing herein shall prevent the parties from meeting to mutually adjust the schedule or the contents of the Project. Each party shall use best efforts to coordinate with the other to minimize conflicts.
 - C. In the event of changes to the plans or specifications, the City and DTD will meet to discuss the change(s) and agree upon the appropriate course of action.
- 4. Indemnity.** To the extent permitted by law under ORS 30.260 – 30.300, and subject to Oregon Constitution Article XI, Section 9, each party shall indemnify and defend the other, its Board, officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party on the facilities or any condition of the facilities caused by the negligence or act of that party.
- 5. Termination.** If either party fails to perform any term or condition of this Agreement, then upon seven days' written notice, either party may terminate the Agreement and have no further obligation hereunder save for costs incurred prior to termination or Section 6 which shall survive termination. Termination shall have no effect on the City's obligations under any of its permits.

6. General Provisions.

- A. Merger Clause. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- B. Assignment. No party may assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other party.
- C. Severability. In case any one or more of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- D. Jurisdiction of Circuit Court. Any dispute or claim shall be settled in the Circuit Court of the State of Oregon for Clackamas County. Mediation shall be a prerequisite to any circuit court action.
- E. Notices. Any notice herein required or permitted to be given shall be given in writing and shall be effective when actually received, and may be given by hand delivery or by United States mail, first-class postage prepaid, addressed to the parties as follows:

Clackamas County - Department of Transportation and Development
Attn: Engineering, Utility Permits
150 Beaver Creek Road
Oregon City, OR 97045

City of Portland-Bureau of Environmental Services
Attn: John Houle, PE
1120 SW 5th Ave, Room 1000
Portland Oregon 97204-1917

- F. Attorney's Fees. If a dispute should arise between the parties regarding any term or portion of this Agreement, each party shall pay its own attorney's fees.
- G. Each party is an independent contractor with regard to the work of the other. No party is an agent or employee of the other. No party or its employee is entitled to participate in any pension plan, insurance, bonus, or benefit provided by the other.
- H. Modifications to this Agreement shall be in writing and signed by both parties.
- I. Each party shall give the other immediate written notice of any action or suit filed or any claim made that may result in litigation in any way related to this Agreement.
- J. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

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

City of Portland

Clackamas County

WJR
for
Michael Jordan
9/27/16

Michael Jordan, Director
Bureau of Environmental Services

Chair

APPROVED AS TO FORM
Approved as to Form

[Signature]

CITY ATTORNEY
City Attorney's Office

Sept-28, 2016
Date

Recording Secretary

_____, 2016
Date



CITY OF PORTLAND ENVIRONMENTAL SERVICES



1120 SW Fifth Avenue, Room 1000, Portland, Oregon 97204 ■ Nick Fish, Commissioner ■ Michael Jordan, Director

September 20, 2016

To: Duffy Gehrts, Clackamas County

From: John Houle

Re: E10413-SW Terwilliger Blvd Sewer Extension-Non-City Agency Agreements
Clackamas County-IGA

Please find attached a document that requires Clackamas County signatures. This document is an Intergovernmental Agreement between Clackamas County and the City of Portland for the construction of the Terwilliger Sewer project. The Portland City Council approved this agreement on August 3, 2016 (Ordinance 187928) and it has been signed.

Timely routing is requested since a Contractor has been selected and will be signing a contract with the City in October 2016.

If you have any questions, please feel free to contact me.

Thank you for your prompt attention to this request.

John Houle
503-823-7216



M. BARBARA CARTMILL
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Environmental Science Associates,
California Corporation, for On-Call Environmental Consultation Services – 2016

Purpose/Outcomes	Approval to proceed with a contract for On-Call Environmental Consultation Services - 2016.
Dollar Amount and Fiscal Impact	The contract value is: up to \$50,000, with a total contract not to exceed of \$200,000.
Funding Source	County Road Fund: \$50,000.
Duration	The contract will be in place for a 1-year period with the option for 3 renewals, leading us into the year 2020.
Previous Board Contact	None.
Strategic Plan Alignment	This work promises to honor, utilize, promote and invest in our natural resources.
Contact Person	Devin Patterson, DTD Engineering, Bridge Scour/Fish-Passage Project Coordinator 503-742-4666.

BACKGROUND:

The Clackamas County Department of Transportation and Development recently requested proposals for on-call environmental consultation services. A total of 12 proposals were received. The 12 proposals were scored and ranked by three employees of DTD. Five separate scoring criteria were used and a total of 100 points were available. The two consultants with the highest number of points out of 100 were selected.

Work may include, but not be limited to: site visits for wetland delineation; determination of bank-full width and ordinary high water; compliance monitoring; reports relating to wetland delineation; no-rise analysis; stream stability; fish salvage; environmental technical studies; acquiring permits from local, state and federal agencies and acting as a liaison on behalf of Clackamas County in regulatory-based discussions; and, providing assistance and guidance with respect to cultural resource regulations.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign this contract with Environmental Science Associates, A California Corporation, for On-Call Environmental Consultation Services - 2016.

Respectfully submitted,
Mike Bezner, PE
Transportation Engineering Manager

Placed on the October 27, 2016 agenda by the Procurement Division.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

October 27, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **October 27, 2016**, this contract with Environmental Science Associates, A California Corporation for **On-Call Environmental Consultation Services - 2016**. This project was requested by Devin Patterson, DTD Engineering Division and was publicly advertised in accordance with ORS 279. Thirty-three proposal packets were requested and sent out with twelve proposal responses received: AKS Engineering; Biohabitats; Cascade Environmental; Cascara Ecological; Environmental Science Associates; Henderson Environmental; Mason, Bruce & Girard; OBEC Consulting; Parametrix; Point Environmental; Summit Solutions; and SWCA Environmental. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. Parametrix, Inc. and Environmental Science Associates, A California Corporation were the highest ranking firms and were selected to enter into contract. The annual contract amount is not to exceed \$50,000.00 with a total contract compensation not to exceed \$200,000.00. The contract term is from contract execution through June 30, 2020. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 215-7433-00-431000 for fiscal years 2016/2017, 2017/2018, 2018/2019/ and 2019/2020.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff

This Professional Services Contract (“Contract”) is entered into between **ENVIRONMENTAL SCIENCE ASSOCIATES, A CALIFORNIA CORPORATION**, (“Contractor”) and Clackamas County (“County”) to provide **ON-CALL ENVIRONMENTAL CONSULTATION SERVICES – 2016**.

I **SCOPE**

This Contract covers the services as described in the Request for Proposals and the Contractor’s Proposal Response. Upon notification from the County, a scope for specific work will be mutually developed with the Contractor for work to be delivered, an estimated time for delivery, fee basis (either fixed or time and material), and a not-to-exceed price. A Field Purchase Order or an amendment to this Contract must be issued by the County before any such work may begin, which shall incorporate by reference all applicable provisions of this Contract. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence upon contract execution and continue through June 30, 2020.

II. **COMPENSATION:**

Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. This contract has a County fiscal year not to exceed amount of **\$50,000.00** with a maximum compensation authorized under this Contract of **\$200,000.00**. This agreement covers the period beginning from **contract execution and continuing through June 30, 2020**.

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

1. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract. The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

2. The Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

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

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

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

4. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified and pay employees for the term of work in accordance with this Contract as an insured employer under Oregon Revised Statutes ("ORS") 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

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

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

III. CONSTRAINTS

The Contractor agrees:

A. If the services to be provided pursuant to Section I Scope are professional and/or consultative, the Contractor shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of state law, the following terms and conditions are made a part of this Contract:

1. The Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- 2.** If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.
- 3.** The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

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

- 4.** The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 5.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 6.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract.
- 7.** To the extent the Contractor is negligent, the Contractor shall indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the Contractor or the Contractor's employees or agents.
- 8.** The Contractor's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:

- a. Reducing or withholding payment;

- b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV. INSURANCE REQUIREMENTS

A. Commercial General Liability

Required by County Not required by County

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

B. Automobile Liability

Required by County Not required by County

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

C. Professional Liability

Required by County Not required by County

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

D. POLLUTION LIABILITY INSURANCE

Required by County

Not required by County

The Contractor shall obtain, at the Contractor's expense and keep in effect during the term of the Contract, Contractor's Pollution Liability insurance covering the Contractor's liability for a third party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the County. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the County for review and approval.

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

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

G. The insurance, other than the professional liability and workers compensation insurance, shall include the County as an additional insured. Proof of insurance must include a copy of the endorsement showing the County as an additional insured. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

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

V. LAWS, REGULATION AND ORDERS AND TAX LAW COVENANT

A. The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

B. The Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the Contractor, in an amount equal to the County's setoff right, without penalty; and
3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of the Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

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

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to the Contractor, to the Contractor's property, operations, receipts, or income, or to the Contractor's performance of or compensation for any work performed by the Contractor;
3. Any tax provisions imposed by a political subdivision of this state that applied to the Contractor, or to goods, services, or property, whether tangible or intangible, provided by the Contractor; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

VI. SUBCONTRACTS:

The Contractor shall be responsible to the County for the actions of persons and firms performing subcontract work. The Contractor certifies that the Contractor has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

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

VII. TERMINATION - AMENDMENT

A. This Contract may be terminated for the following reasons:

- 1.** This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor;
- 2.** The County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County if:
 - a.** Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or
 - b.** Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- 3.** This Contract may also be immediately terminated by the County for default (including breach of Contract) if:
 - a.** The Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or
 - b.** The Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger the performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days;
- 4.** If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, the County may terminate this Contract without further liability by giving the Contractor not less than thirty (30) days' notice.

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

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

VIII. EXECUTION AND COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties agree to this Contract, effective upon the date of the last signature below.

Environmental Science Associates,
A California Corporation
819 SE Morrison Street, Suite 310
Portland, OR 97214

Board of County Commissioners

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone Number / Fax Number

APPROVED AS TO FORM

380121-91

*Oregon Business Registry #

County Counsel

FBC California
Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract as shown in the State of Oregon Business Registry.

DRAFT

Approval of Previous Business Meeting Minutes:

September 15, 2016

(draft minutes attached)

DRAFT

Approval of Previous Business Meeting Minutes:

September 15, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

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

Thursday, September 15, 2016 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Tootie Smith

EXCUSED: Commissioner Paul Savas
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Michael Davis, Representing Knowing me Ministries – establishing organized homeless communities in Clackamas County.

~Board Discussion~

2. Pattie Bentley, Representing Knowing me Ministries – establishing organized homeless communities in Clackamas County.
3. Fred Dodd, Oregon City - Drug testing for County employees.

II. PUBLIC HEARING

1. Public Hearing on the Proposed 2017-2021 Assessment of Fair Housing Plan
Chuck Robbins, Community Development presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Ron Rubino, Oregon Legal Aid – supports the assessment of fair housing and housing rights.

Chair Ludlow closed the public hearing and announced there is no Board action on this item today, it will come back for final Board approval at an upcoming regular scheduled Business meeting.

III. PUBLIC DISCUSSION ITEM

Board of County Commissioners

1. **Resolution No. _____** Opposing the Passage of Measure 97

~Board Discussion~

Chair Ludlow announced this is a discussion item and called folks up by two:

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

1. Ernie Platt, Damascus – supports of the resolution.
2. Eric Hofeld, Clackamas - supports of the resolution.
3. Laura Edmons, Happy Valley - supports of the resolution.
4. Joe Gilliam, Wilsonville - supports of the resolution.
5. Cindy Williams, Oregon City – opposes resolution.
6. Dawn Spahn, Oregon City – opposes resolution.
7. Nellie DeVries, Portland – supports resolution.
8. Ed Cranston, Oregon City – supports resolution.
9. Joe Minson, Canby – opposes resolution.
10. Les DeAsis, Oregon City – supports resolution.
11. Mike Gardner, Oregon City – opposes resolution.
12. Jeanne Therow, Portland – supports resolution.

Chair Ludlow closed the public comment portion of this issue.

Chair Ludlow read the resolution in full.

MOTION:

Chair Ludlow: Read the resolution opposing Measure 97 in full.

Commissioner Smith: Second.

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

Commissioner Smith: Aye.

Commissioner Bernard: Abstain.

Chair Ludlow: Aye – the motion fails 2-0-1.

Chair Ludlow stated we will bring this item back when the full Board is present.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 3-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement between Community Solutions for Clackamas County and State of Oregon Department of Energy for Weatherization Services – *Community Solutions*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Happy Valley for Solid Waste Management Services

C. Elected Officials

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

D. County Counsel

1. Approval of a Bargain and Sale Deed Conveying an Interest in Certain Property Located in the Vicinity of SE Sunnyside Road and SE 105th Ave.

E. Business & Community Services

1. Board Order No. 2016-90 Approving a Tax foreclosed Property for Declaration as Surplus and Established Minimum Bid Amount
2. Approval of a Memorandum of Agreement between Metro, City of Oregon City, and Clackamas County regarding management of the EPA Brownfields Grant

V. DEVELOPMENT AGENCY

1. Approval of a Cooperative Improvement Agreement with the Oregon Department of Transportation for the Otty Street Realignment Project

VI. WATER ENVIRONMENT SERVICES

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

1. Approval of a Settlement Agreement with Atlas Copco Compressors, LLC and the Tri-City Service District for Blower Replacement
2. Approval of a Settlement Agreement with Atlas Copco Compressors, LLC and Service District No. 1 for Blower Replacement
3. Approval of Amendment No. 1 and Renewals 4 and 5 to the Contract Documents with Portland Engineering, Inc. to Furnish Professional Services to the Tri-City Service District for the Instrumentation and Control systems Integrator of Record - *Procurement*
4. Approval of Amendment No. 1 and Renewals 4 and 5 to the Contract Documents with Portland Engineering, Inc. to Furnish Professional Services to Service District No. 1 for the Instrumentation and Control systems Integrator of Record - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 7:40 PM

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



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

October 27, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of
Victims of Crime Act 2016-2017 One-Time VOCA Non-Competitive Grant Award

Purpose/Outcomes	The primary purpose of VOCA grants are to extend and enhance services to victims. The intent of this one-time VOCA grant opportunity is to meet program needs that are not currently met through the 'regular' non-competitive grant process.
Dollar Amount and Fiscal Impact	The County will receive a maximum of \$68,606. This grant does not allow for additional personnel. The funds will support Emergency Services (\$11,800), Training (\$20,469), Technology (\$29,687), and Other (\$6,470).
Funding Source	State of Oregon Department of Justice
Duration	Effective April 1, 2016 and terminates December 31, 2017
Previous Board Action/Review	None
Strategic Plan Alignment	The proposed projects and purposes for this one-time VOCA grant award will assist in providing services to all victims in an effort to hold offenders accountable and keep victims safe.
Contact Person	Bob Willson, Administrative Analyst 2 – District Attorney's Office, 503-650-3011

BACKGROUND:

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

The objectives of this VOCA one-time grant is to support the expansion and enhancement of delivery of direct services to victims of crime and to ensure the health and safety of victims. The stated objectives will be met through obtaining updated technology, emergency service resources and trainings that will assist with direct victim services both at the VAP main office, Family Justice Center, crime scenes, hospital emergency rooms, and command post of a mass fatality response event. Due to budgetary restraints, these purchases have been limited or not affordable prior to this VOCA grant opportunity.

RECOMMENDATION:

Staff recommends the Board approve this grant award and authorizes John S Foote, District Attorney, to sign on behalf of Clackamas County.

Respectfully submitted,

John S. Foote
District Attorney

DEPARTMENT OF JUSTICE

Crime Victims' Services Division

**VICTIMS OF CRIME ACT
2016-2017 ONE-TIME VOCA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

<p>1. Grantee Name and Address:</p> <p align="center">Clackamas County, acting by and through its District Attorney's Office 807 Main Street, Room 7 Oregon City, OR 97045</p> <p align="center">Contact Name: Ms. Diane Wehage Telephone: 1-503-655-8616 Fax: 1-503-650-3598 E-mail: dianeweh@co.clackamas.or.us</p>	<p>2. Special Conditions:</p> <p>This grant Project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.</p> <p>3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1)</p>
<p>4. Award Number: VOCA-OT-2016-ClackamasCo.DAVAP-00116</p>	<p>5. Award Date: 4/1/2016</p>
<p>6. Grantee Tax Identification Number: 93-6002286</p>	<p>7. DUNS Number: 096992656</p>
<p>8. Type of Party Receiving Funds:</p> <p><input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor Government Agency / Prosecutor - County District Attorney</p>	<p>9. Project Period: 4/1/2016 - 12/31/2017</p>
<p>10. VOCA Category: General Victim Assistance</p>	<p>11. Total VOCA Grant Award Amount / Match Amount: \$ 68,606.00 / \$ 17,151.60</p>
<p>12. VOCA CFDA Number: CFDA 16-575</p>	<p>13. Indirect Cost Rate: N/A</p>
<p>14. Narrative E-Grants Report Due Dates (as appropriate, based on Project period):</p> <p>January 31, 2017 January 31, 2018</p>	<p>15. Financial and PMT Report Due Dates (as appropriate, based on Project period):</p> <p>July 20, 2016 July 20, 2017 October 31, 2016 October 31, 2017 January 31, 2017 January 31, 2018 April 30, 2017</p>
<p>This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2016-2017 VOCA One-Time Non-Competitive Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>	

**OREGON DEPARTMENT OF JUSTICE
VOCA INTERGOVERNMENTAL GRANT AWARD**

**2016-2017 VOCA NON-COMPETITIVE GRANT AGREEMENT
VOCA-OT-2016-CLACKAMASCo.DAVAP-00116**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Fax: 503-378-6974

AND: Clackamas County, acting by and through (Grantee)
its District Attorney's Office
807 Main Street, Room 7
Oregon City, OR 97045
Fax: 503-650-3598

PROJECT START DATE: 4/1/2016

**SECTION 1
LEGAL BASIS AND DESCRIPTION OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* ("VOCA"), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of **April 1, 2016.**

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. 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.

- (a) This Agreement without any Exhibits;
- (b) Exhibits A through E as described in Section 2.04 (d); and
- (c) Exhibit F.

This Agreement is also subject to the terms of the following documents, to the extent they do not conflict with the Agreement. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

- (a) The most current version of the VOCA Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf ("VOCA Grant Management Handbook").

- (b) 2016-2017 VOCA One-Time Grant Request for Application Instructions and any Amendments ("VOCA One-Time RFA").
- (c) Grantee's VOCA Application from the VOCA One-Time RFA to include the following and are collectively referred to as the Grantee's "VOCA One-Time Application."
 - (i) Form A, Cover Page;
 - (ii) The services included in Form B, Services Checklist;
 - (iii) Form F, Project Description;
 - (iv) As appropriate, Form G, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting;
 - (v) Form H, Attachments to Upload; and
 - (vi) Forms I-M, the budget forms ("VOCA One-Time Budget").
- (d) For Grantee's receiving VOCA funds for the first time, the Grantee's VOCA One-Time Application from the VOCA One-Time RFA shall include the Grantee's VOCA Application as defined in Section 1.04 (c) herein and the following and are collectively referred to as Grantee's "VOCA One-Time Application."
 - (i) Form C, Crime Victim Compensation Information;
 - (ii) Form D, Volunteer Information; and
 - (iii) Form E, Organization/Program Revenue.

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: http://www.doj.state.or.us/victims/pdf/2015_voca_nc_pass_through_agreement_reqs.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of \$ **68,606.00** (the "Grant") from VOCA fund(s) in the category(ies) outlined below to financially support and assist Grantee's implementation of the Grantee's VOCA One-Time Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Category	Total Maximum Funds
VOCA	Emergency Services	\$ 11,800.00
VOCA	Training	\$ 20,469.00
VOCA	Technology/Repair	\$ 29,867.00
VOCA	Other	\$ 6,470.00

Section 2.02. Grant Award and Performance. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient funds under VOCA to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F;
- (f) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed VOCA Narrative Reports as described in the most recent version of the VOCA Grant Management Handbook; and
 - (iii) Grantor has received the completed VOCA Performance Measurement Tool reports.
- (h) No default as described in Section 6.03 has occurred; and

- (i) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

None

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on 12/31/2017 (the "Availability Termination Date"). Grantor may not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on 12/31/2017, whichever date occurs first. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law, and as described in the most recent version of the VOCA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the VOCA One-Time Budget set forth in the Grantee's VOCA One-Time Application.

The VOCA allocation described in section 2.01 may only be allocated for Project costs incurred between April 1, 2016 and December 31, 2017.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.15(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the earlier of the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4
GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, or any provision of Grantee's charter or other organizational document and (c) 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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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 Grantee of this Agreement.

SECTION 5
GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **12/31/2017** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights for Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.

- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints:
- (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_employees.pdf; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_participants.pdf.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at http://www.doj.state.or.us/victims/pages/civil_rights.aspx. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at http://www.doj.state.or.us/victims/pdf/civil_rights_fact_sheet.pdf.

Section 5.05. Volunteers. Grantee organization will use volunteers unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attends the Oregon Basic State Victim Assistance Academy (SVAA) training: <http://www.oregonvictims.org/basic-svaa>. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm.

Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.

- (d) VOCA-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements. Grantee shall submit the following reports:

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending March 31, September 30, and December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
- (b) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending March 31, September 30, and December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
- (c) Annual Narrative Reports. No later than 31 days after the end of the calendar quarter ending December 31, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from January 1 through December 31.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Project matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this Project or any other federal, state, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with federal, state, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information," "individual information," or "personal information" means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant monies.

Section 5.11. **Criminal History Verification.** Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/

employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.12. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including 2 CFR part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office ("GAO") or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee expends less \$750,000 in its fiscal, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.

Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee 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 this Grant.

Section 5.13. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).

- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131**, and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability); the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposal and budget and in conducting its Program and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.

- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at <http://ojp.gov/funding/Explore/SolicitationRequirements/OtherRequirements.htm> and www.ojp.usdoj.gov/ocr.
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.14. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA One-Time Application.

Section 5.15. Assurances. The Grantee assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
 - 1. Redirection of funds in or out of the Personnel category; OR
 - 2. Movement of funds that totals more than \$500 in the Services and Supplies or Other Services categories; OR
 - 3. To add a budget category or line item that did not exist in the original budget; OR
 - 4. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, or (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement

preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 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 mailed shall be deemed to be given five (5) days after mailing. 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.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement 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.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing

are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") 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 Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon

and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. 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.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee 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, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: _____

Clackamas County, acting by and through its District Attorney's Office

By: _____

Name: _____

Title: _____

Date: _____



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



OMB APPROVAL NUMBER 1121-0140
 As modified by the Office of Criminal Justice Services
 Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR Part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (42 U.S.C. § 10604(e));
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

September 1, 2016

Ms. Diane Wehage,
Clackamas County, acting by and through its District Attorney's Office
807 Main Street, Room 7
Oregon City, OR 97045

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and for the period of 4/1/2016 - 12/31/2017 under the VOCA One-Time Non-Competitive Grant Award/CFDA#16-575 / \$ 68,606.00.

Dear Ms. Diane Wehage,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6>

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

URL address for single Audit:

2. _____ We expect our single audit for our most recent fiscal year, ending _____, to be completed by _____. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. _____ We are not subject to the single audit requirement because:

_____ We are a for-profit organization.

_____ We expend less than \$750,000 in federal awards annually.

_____ Other (please explain) _____

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

Please address all correspondence to:
Oregon Department of Justice, CVSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victims’ Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims’ Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.

Grant Award: VOCA-OT-2016-ClackamasCo.DAVAP-00116		Grant Title: VOCA One-Time Non-Competitive Grant	
Grantee Name (Funded Entity): Clackamas County, acting by and through its District Attorney's Office			
Address: 807 Main Street, Room 7, Oregon City, OR 97045			
Project Period: Start Date: 4/1/2016 End Date: 12/31/2017		Award Amount: \$ 68,606.00	
Contact Name, Phone # & E-mail address: Ms. Diane Wehage, 503-655-8616, dianeweh@co.clackamas.or.us			

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that _____ [*Grantee*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title *Signature* *Date*

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute’s administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Grantee has less than 50 employees; and/or
- Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
certify that _____ [Grantee]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title

Signature

Date

CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title

Signature

Date

CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Justice (USDOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by USDOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
2. Under the Part 200 Uniform Requirements, a time-limited grace period for procurement standards may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (found at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm> .

3. Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
4. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances executed but h Grantee, and may result in suspension of funding until such time as the Grantee is in compliance, or termination of the award.
5. Grantee understands and agrees that DOJ may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
6. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of DOJ.
7. Grantee and any subcontractors must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
8. No Grantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Grantor, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee --
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
2. If the Grantee does or is authorized to make subawards or contracts under this award --
 - a. it represents that --
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
9. Grantee understands and agrees that is cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of DOJ.
10. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.
11. Grantee agrees to comply with applicable requirements regarding registration with the SAM, System for Award Management (or with a successor government-wide system officially designated by OMB and OJP). The details of Grantee obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
13. Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
14. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at <http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm>.
15. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ, seek a budget-modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.
16. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
17. Grantee understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
18. A Grantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DOJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
19. Grantee must collect, maintain, and provide to DOJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by DOJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
20. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

21. VOCA Requirements

- Grantee will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.
22. Grantee will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
23. Grantee understands that this award is subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. Grantee agrees to assist DOJ in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
24. Grantee agrees to submit (and, as necessary, require subcontractors to submit) performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, Grantee agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.
25. Grantee, if a non-profit entity, agrees to make its financial statements available online (either on the Grantee's website or another publicly available website). DOJ will consider Grantee organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
26. Grantee, if a non-profit entity, agrees to certify its non-profit status. Grantees may certify their non-profit status by submitting a statement to the recipient (to be placed in the grant file) affirmatively asserting that the Grantee is a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the Grantee's state/territory taxing body or state/territory attorney general stating that the recipient is a non-profit organization operating within the state/territory; or 3) a copy of the Grantee's state/territory certificate of incorporation that substantiates its non-profit status. Grantee that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the Grantee is a local non-profit affiliate.
27. Confidentiality of Research Information. Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.

Certification: I certify that I have read and reviewed the above assurances and the grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or 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").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either 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 this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor 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 Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



October 27, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order in the Matter of an Extension of the Cable Television Franchise with
Canby Telephone Association (dba Canby Telcom)

Purpose/Outcome	Extend current cable television franchise to allow time for evaluation and negotiations.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective October 30, 2016 through April 30, 2017
Previous Board Action/Review	The franchise was approved by the BCC in January 2006, and extended in January 2016 for five months and June 2016 for three months.
Strategic Plan Alignment	Building public trust through good government.
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	N/A

BACKGROUND:

Canby Telephone Association (dba Canby Telcom) Cable Franchise Permit expires on October 30, 2016. As the County and Canby Telephone Association will need additional time to evaluate and negotiate a new cable franchise agreement, it is desirable to continue the current contract under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Canby Telephone Association currently serves over 350 subscribers in the unincorporated area of Clackamas County.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Canby Telephone Association's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

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

Page 2
Staff Report – Canby Telephone Association
October 27, 2016

RECOMMENDATION:

Staff respectfully recommends the Board approve the extension of the franchise permit agreement to assure that the terms of the current franchise agreement continue to be met through April 30, 2017.

Respectfully submitted,

Gary Schmidt, Director
Public and Government Affairs

In the Matter of Approving an
Extension of the Cable Television
Franchise with Canby Telephone Association
(dba Canby Telcom)

ORDER NO.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on October 27, 2016 to consider approving an extension of the cable television franchise with Canby Telephone Association (dba Canby Telcom).

WHEREAS, Canby Telephone Association holds a cable television franchise with Clackamas County, which will expire on October 30, 2016; and

WHEREAS, County staff and representatives of Canby Telephone Association began meeting in the winter of 2015 to evaluate and negotiate terms regarding the renewal of the applicable franchise; and

WHEREAS, the amount of time required to conclude negotiations and allow for public review of a new franchise agreement will extend beyond the current expiration date; and

WHEREAS, it is in the public interest to extend the current franchise for an additional period of time under the same terms and conditions pursuant to applicable law to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the franchise granted to Canby Telephone Association shall be extended until and including April 30, 2017, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Canby Telephone Association nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of the franchise is explicitly conditioned upon written acceptance thereof by the Franchisee.

DATED THIS _____ DAY OF OCTOBER, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

October 19, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to enter into an Intergovernmental Agreement with the City of Portland.

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into an IGA with the City of Portland for the construction of a dark fiber cable over the new Sellwood Bridge and down HWY 43 into Lake Oswego.
Dollar Amount and Fiscal Impact for CBX	CBX and the COP will co-fund the cost of the fiber cable installation yet CBX will act as the program manager for the project. CBX's share of the cost for this project will be approximately \$200,000.00.
Dollar Amount and Fiscal Impact for the City of Portland	COP's share of the cost for this project will be approximately \$280,000.00.
Funding Source	The funding source for the expansion of the CBX dark fiber network will be contributed from the CBX budget.
Safety Impact	N/A
Duration	Upon approval by the board, the term is in perpetuity for both CBX and COP.
Previous Board Action	Board previously approved a similar IGA with Portland General Electric for a fiber cable installation from Oregon City to the City of Wilsonville.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

Clackamas County received a federal grant to develop a dark fiber network throughout Clackamas County. The grant funded a 180 mile dark fiber network all on the east side of the Willamette River. At the same time, Clackamas County Technology Services entered into an agreement with Portland General Electric (PGE) for a 12 mile fiber co-build that connected the grant funded dark fiber network to the west side of the Willamette River. CBX would now like to reinforce its dark fiber network to the west side of the Willamette River by co-building a new fiber lateral with the City of Portland, more specifically the Bureau of Environmental Services, over the new Sellwood Bridge and south along Highway 43 into the City of Lake Oswego. This new fiber path will eventually provide a redundant path for all CBX customers on the west side of the Willamette River and at the same time provide a river crossing over the most seismically stable bridge in the greater Metro area.

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

RECOMMENDATION:

Staff respectfully recommends approval to enter into this Intergovernmental Agreement. This IGA will allow CBX to provide reliable fast fiber connectivity to all customers on the west side of the Willamette River at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

INTERGOVERNMENTAL AGREEMENT FOR
SHARING DATA NETWORK RESOURCES
BETWEEN THE CITY OF PORTLAND AND CLACKAMAS COUNTY

This Intergovernmental Agreement Regarding Sharing Data Network Resources (this “Agreement”) is entered into by and between the City of Portland, a municipal corporation of the State of Oregon (the “City”), and Clackamas County, a political subdivision of the State of Oregon (the “County”) (each, a “Party,” and collectively, the “Parties”), pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of functions and activities that such units have authority to perform.

RECITALS

WHEREAS, the City and the County have found many areas of mutual benefit in sharing data network resources; and

WHEREAS, intergovernmental cooperation between the City and the County in data transport and the provision of access to fiber resources benefit the citizens and taxpayers of the City and County; and

WHEREAS, the Parties desire to formalize this practice of cooperation through an Intergovernmental Agreement;

WHEREAS, the Parties intend to cooperate in the installation of a 288 strand fiber optic cable running from the eastern to the western end of the Sellwood Bridge and continuing to approximately Foothills Road in Lake Oswego (the “Bridge Fiber”), of which the City and the County will each own 144 strands; and

WHEREAS, the Parties intend to share certain strands of fiber optic cable located within their networks other than the Bridge Fiber.

NOW, THEREFORE, the City and the County agree as follows:

AGREEMENT

ARTICLE 1

Construction, Ownership and Use Rights.

1.1 Construction. The Parties agree that the County shall construct the Bridge Fiber according to the norms and procedures of the industry. This construction shall include design, installation, termination, connection, testing, and all other activities reasonably necessary to construct and connect the Bridge Fiber with existing

networks or new facilities. The City shall contribute fifty percent (50%) of the actual documented costs of constructing the Bridge Fiber against such work as are typically accounted for in County construction projects of this nature, all as determined by the County. Provided, however, that such cost-sharing shall not include any costs or expenses relating to the extension of service to the Tryon Creek Wastewater Treatment Plant (“the TCWTP Extension”). The TCWTP Extension will be managed by the County with costs paid exclusively by the City. The County shall provide a written invoice for work associated with the TCWTP Extension, documenting in sufficient detail the costs associated therewith. The City shall pay such undisputed invoice within 30 days of receipt. Insufficiently documented invoices shall be returned to the County.

1.2 Ownership. After construction of the Bridge Fiber, the County shall own 144 strands of fiber optic cable (the “County Fiber”) and the City shall own 144 strands of fiber optic cable (the “City Fiber”). This ownership shall vest immediately upon final payment by the City of its share of the construction cost as required in Section 1.1 above without any further action or documentation needed.

1.3 City Use Rights. The County hereby grants the City exclusive and unrestricted use of twelve (12) fiber strands on the County’s fiber network other than the Bridge Fiber in the locations described and depicted in Exhibit A-1 (collectively, “the City Strands”). The County grants to the City for the Term (as defined in Section 3.1) the nonexclusive right to use the tangible and intangible property in which the City Strands are located and which is required for the use of the City Strands (collectively, the “County Associated Property”), including but not limited to: (1) the associated conduit; and (2) the City’s Underlying Rights, as that term is defined in Article V below, for the City Strands.

1.4 County Use Rights. The City hereby grants the County exclusive and unrestricted use of eight (8) fiber strands on the City’s fiber network other than the Bridge Fiber that is generally described and depicted in Exhibit A-2 (collectively, “the County Strands”). The City grants to the County for the Term the nonexclusive right to use the tangible and intangible property in which the County Strands are located and which is required for the use of the County Strands (collectively, the “City Associated Property”), including but not limited to: (1) the associated conduit; and (2) the County’s Underlying Rights, as that term is defined in Article V below, for the County Strands.

1.5 Control of Network. The City and the County shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, regrooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of their respective fiber strands. The City and the County shall not control the others’ fiber strands nor be responsible for any of the above for the other Party.

1.6 No Electronics. The Parties acknowledge and agree that each is responsible for its own optronics, electronics, optical and electrical equipment, and other related facilities. Neither Party is responsible for performing any work other than as specified in this Agreement.

ARTICLE 2
Consideration

2.1 The Parties understand and acknowledge that the access to fiber optic infrastructure each Party will provide to the other under this Agreement is adequate consideration for each Party's provision of that infrastructure.

2.2 Except as necessary for the construction efforts described in Section 1.1 above, neither Party can charge any fees to the other. This includes, but is not limited to, franchise fees, utility fees, usage fees, right-of-way fees, or other fees that can be levied by one government entity against another.

ARTICLE 3
Term

3.1 The term of this Agreement (the "Term") shall be perpetuity, unless terminated as provided herein.

3.2 This Agreement or any part thereof may be terminated with the mutual, written consent of both Parties. Additionally, a Party may unilaterally terminate this Agreement by withdrawing from it with proper notice to the other Party. Mutual and unilateral termination will only take effect after the withdrawing Party has settled all unpaid invoices and agreed with the remaining Party, in writing, how the operation and maintenance obligations of the Parties' assets subject to this Agreement will be apportioned between them. If the withdrawing Party fails to comply with the invoice-payment and operations-and-maintenance obligations of this section within thirty days after providing written notice to the remaining Party, ownership of the withdrawing Party's portion of the Bridge Fiber will transfer to the remaining Party without compensation to the withdrawing Party.

3.3 Either Party may transfer, convey, or assign its rights and responsibilities under this Agreement without the consent of the other Party, provided that the assignee executes an agreement covenanting and agreeing that the assignee will fully perform, without charge or additional costs, the responsibilities of the assignor.

3.4 If any part of this Agreement is invalidated by a court of competent jurisdiction, all remaining parts of this Agreement shall be severed from the invalid parts and shall remain in full force and effect.

3.5 This Agreement may be amended only by the mutual, written agreement of the Parties.

ARTICLE 4

Maintenance and Work

- 4.1 The City will be responsible for maintenance of those elements of the Bridge Cable, the County Strands identified in Exhibit A-2 as City Fiber for County Use, and all associated infrastructure that are located within the City of Portland's jurisdictional boundary (collectively, "the In-City Fiber"). If the In-City Fiber is damaged or it requires relocation or replacement, the City will pay those costs, unless the Parties mutually arrange a different written funding agreement.
- 4.2 The County will be responsible for maintenance of those elements of the Bridge Cable, the City Strands identified in Exhibit A-1 as County Fiber for City Use, and all associated infrastructure that are located outside the City of Portland's jurisdictional boundary (collectively, "the Out-of-City Fiber"). If the Out-of-City Fiber is damaged, or it requires relocation or replacement, the County will be responsible for those costs, unless the Parties mutually arrange a different written funding agreement.
- 4.3 Maintenance, repairs and relocation will be done in a timely fashion in accordance with industry standards, and neither Party will be liable to the other for costs or penalties that arise out of such work. Downtime is to be limited as much as is practical and in accordance with communication industry practice.

ARTICLE 5

Underlying Rights

- 5.1 Underlying Rights. Each Party has obtained certain rights-of-way and building access rights for construction and operation of their respective networks (the "Underlying Rights"). This Agreement is subject to the terms and limitations of the Underlying Rights, and subject to the terms under which the right-of-way and other property interests are owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. Nothing herein shall be construed as to be a representation, warranty or covenant of either Party's right, title or interest with respect to the right of ways or the Underlying Rights, all of which are disclaimed.
- 5.2 County's Obligations. The County agrees to use the County Fiber and the County Strands only in a manner consistent with the Underlying Rights and for lawful purposes, and that its rights shall in all respects be subject to the terms and conditions of the Underlying Rights. The County agrees not to cause or allow to be caused any default under the Underlying Rights.

5.3 City's Obligations. The City agrees to use the City Fiber and the City Strands only in a manner consistent with the Underlying Rights and for lawful purposes, and that its rights shall in all respects be subject to the terms and conditions of the Underlying Rights. The City agrees not to cause or allow to be caused any default under the Underlying Rights.

ARTICLE 6
Use of the Fibers

6.1 The County and the City each represents, warrants, and covenants that it will use the County Fiber, City Fiber, the County Strands, the City Strands, and Associated Property, respectively, in compliance with and subject to the Underlying Rights and all applicable federal, state and local government codes, ordinances, laws, rules and regulations.

6.2 The County and the City each shall not use the County Fiber, the City Strands, the City Fiber, or the County Strands, respectively, in a way that interferes with or adversely affects the use of the fibers or cable of any other person using each other's networks. The Parties acknowledge that their networks may include other participants, including the City or the County and other owners and users of telecommunication systems.

6.3 Subject to the limitations of the Oregon Constitution, the Oregon Tort Claims Act, and section 4.3 above, each Party agrees to indemnify, defend, and hold the other Party harmless against all claims and suits arising from the performance of the second Party's acts or omissions in relation to this Agreement except to the extent that such claims or suits arise out of the negligence or willful misconduct of the first Party.

ARTICLE 7
Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

All Operational notices and other communications shall be given to the City at:

City of Portland Bureau of Technology
1120 SW 5th Ave
Portland, Oregon 97204
Attention: Rob Durkin, mail Code 106, BTS Network Support

With a copy to:

City of Portland Bureau of Environmental Services
5001 N. Columbia Blvd.
Portland, Oregon 97203-2098
Attention: Jeff Hanks, E&I Supervisor

All Operational notices and other communications shall be given to the County at:

Clackamas County
Chief Information Officer
121 Library Court
Oregon City, OR 97045
Telephone 503 655-8525

With a copy to

Clackamas County
Broadband Program Manager
121 Library Court
Oregon City, OR 97045
Telephone 503 77-6663

In addition, The Parties may provide notice of the availability or interruption of the services or a planned maintenance, by electronic delivery at all of the following Internet addresses:

Electronic Notice address for County:

info@cbx.com
ddexter@clackamas.us

Electronic Notice address for City:

BTSNetworkNotifications@portlandoregon.gov
rob.durkin@portlandoregon.gov
david.berg@portlandoregon.gov
jeff.hanks@portlandoregon.gov (BES Electrical Supervisor)
roland.chadburn@portlandoregon.gov (BES Communications Engineer)

In the case of an emergency, either Party may notify the other Party either through the Internet addresses set forth above, or at the following telephone numbers:

Telephone Number for County: 503 742-4219 (24/7 call service) and

Telephone Number for City:

1. Call 503-823-1000, and leave a voice mail with a call back number. This will page the on-call Fiber Optic Network Engineer. When leaving the voice mail, speak clearly to ensure the number is recorded correctly. If no response within an hour proceed to option 2.
2. Call the City of Portland helpdesk at 503-823-5199. If speaking to a person, ask for BTS Network Support for a Fiber Optic Network issue. If the call is after hours or is not answered, select Option 4, BTS Telecommunication, and then select Option 3. I-Net and Data.
3. The primary responder notification is done in steps 1 and 2. Also provide courtesy notification to the Bureau of Environmental Services by calling 503-823-2500 - Inform the answering party that the communications network for automation has been compromised at < provide location > and that BTS has been notified.

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

The remainder of this page is intentionally blank.

Exhibit A-1

The City Strands, Section 1.3

1. Yellow – 12 County Fiber for City Use

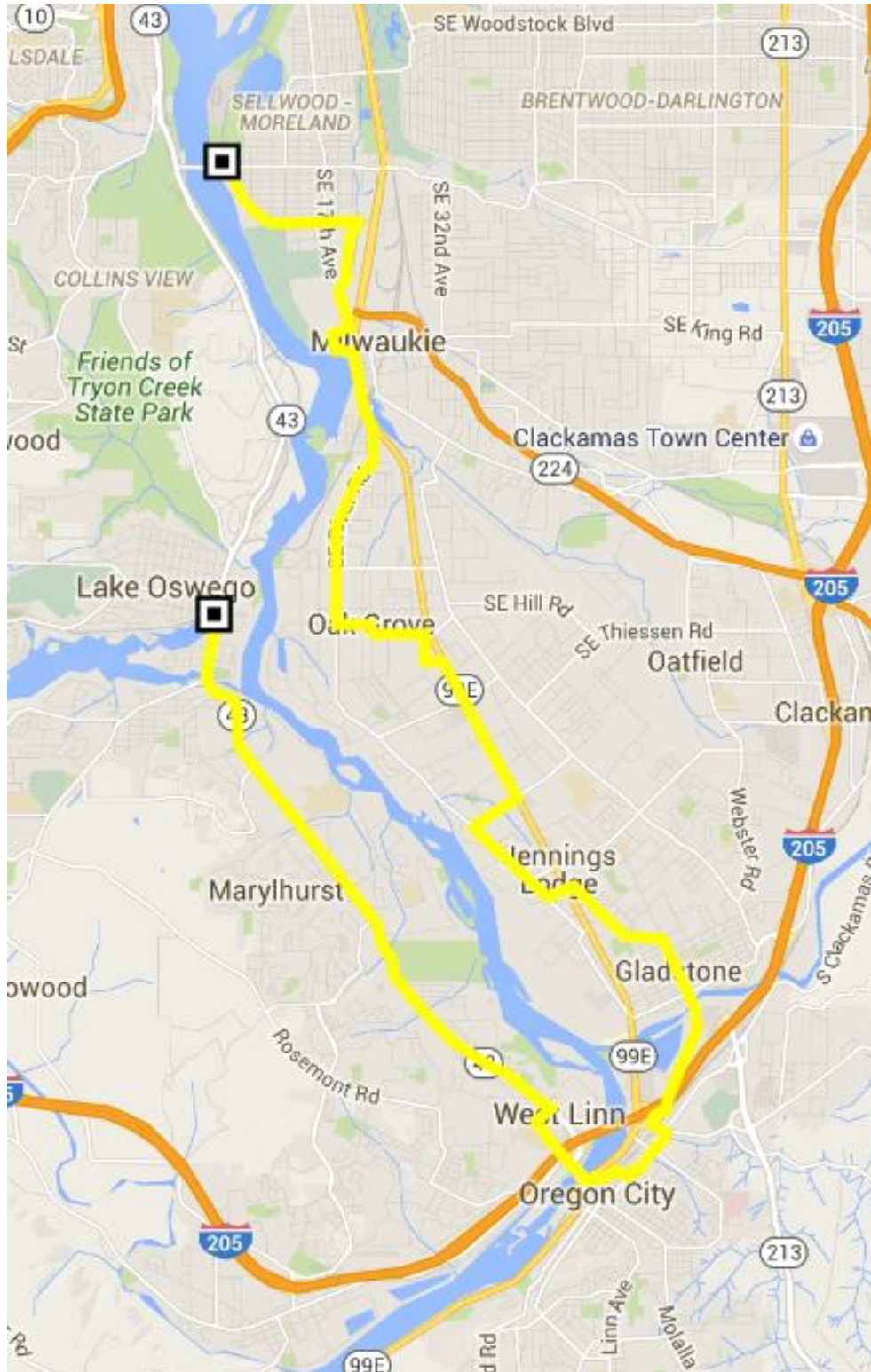
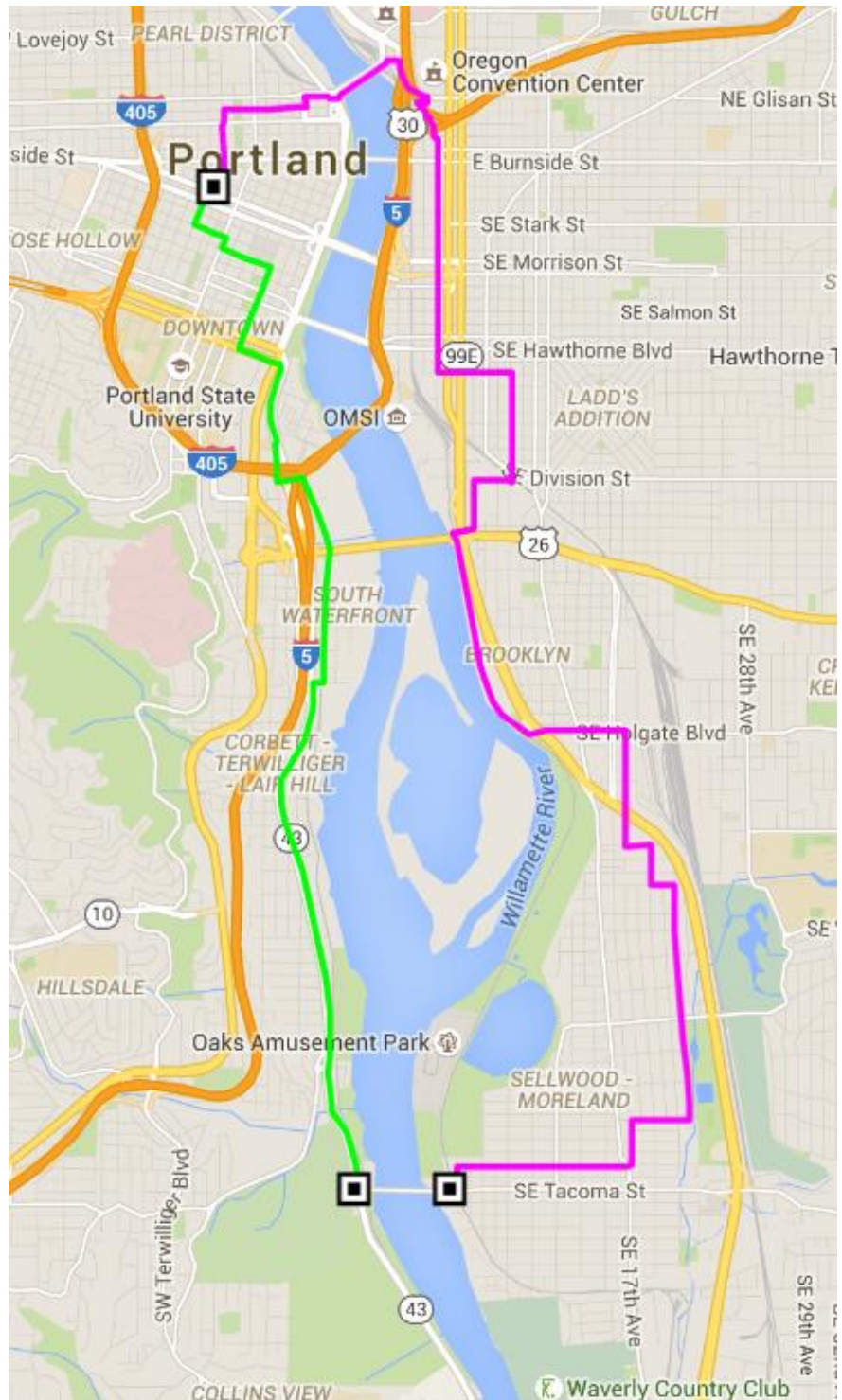


Exhibit A-2

The County Strands, Section 1.4

1. Green – 4 City Fiber for County Use
2. Cyan – 4 City Fiber for County Use

- CBX_Sellwood to Pittock
 - Individual styles**
 - East Sellwood Br Cab/Splice...
 - Untitled Path
 - Sullivan Pump Station
 - Untitled Path
 - Grassy Knoll Cabinet
 - Untitled Path
 - W.Steel Br Cabinet
 - Untitled Path
 - Pittock Bldg
 - West Sellwood Vault
 - Untitled Path
 - Ross Island//Moody Cabinet
 - Untitled Path
 - Market & Naito Splice Vault
 - Untitled Path
 - Broadway & Taylor Splice
 - Untitled Path
 - The Pittock Block



This Agreement may be signed in one or more counterparts, including by electronic means, and this Agreement and all its counterparts will result in one Agreement.

IN WITNESS HEREOF, the Parties hereto agree to the foregoing:

CITY OF PORTLAND

CLACKAMAS COUNTY

By:
As Its:

By: _____
As Its: Chair, Board of Commissioners

ATTEST:

ATTEST:

By: _____
City Recorder

By: _____
Recording Secretary

APPROVAL AS TO FORM

APPROVAL AS TO FORM

City Attorney's Office

County Attorney's Office



Gregory L. Geist
Director

October 27, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

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

Purpose/Outcomes	To place a connection mortgage on tax lot 22E02BA06316 in order for the property to connect to the public sewerage system.
Dollar Amount and Fiscal Impact	Contract maximum value is \$17, 850.00.
Funding Source	N/A
Duration	Effective 9/30/16 and terminates when paid in full, estimated date of January 1, 2027.
Previous Board Action	None.
Strategic Plan Alignment	1. WES customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Rob Hungerford, Development Review, (503) 742-4576
Contract No.	N/A

BACKGROUND:

The property owner listed on the attached Service Connection Mortgage has qualified under the requirements of the District's Rules and Regulations which allow for payment of systems development charges by semi-annual installment payments secured by a mortgage on the property as shown in Exhibit A, owned by Corneliu Spiridon and Maria Denise Campean-Spiridon.

Map and Tax Lot: 22E02BA06316. The mortgage is in the amount of \$17,850.00 and will be repaid over a ten-year period.

The mortgage was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve and accept a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1.

Respectfully submitted,

Gregory Geist
Director

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

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

SERVICE CONNECTION MORTGAGE

THIS MORTGAGE is made this 30th day of September, 2016 by and between Corneliu Spiridon & Maria Denise Campean-Spiridon (herein called "Mortgagors") and Clackamas County Service District No. 1, Clackamas County, Oregon (hereinafter called "District").

RECITAL

Mortgagor has voluntarily applied to District to connect to the public sewerage system. By its duly adopted Rules and Regulations, District has imposed system development and collection sewer charges of \$17,850.00 for the privilege of connecting the property described on Exhibit A for tax lot 22E02BA06316, attached hereto and incorporated by reference, to the District's sewerage system.

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

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

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

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

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

1.4 Indebtedness. The promissory note made by Mortgagor, payable to District, dated this date, in the amount of \$17,850.00, the final payment of which, if not sooner paid is due January 1, 2027, as may be extended, renewed, modified, or amended, and including any adjustments and interest, principal and payment terms.

1.5 Land. The property described on attached Exhibit A.

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

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

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

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

3.1 Repayment of Indebtedness. Mortgagor agrees to pay to the District system development and collection sewer charges of \$17,850.00 in not less than twenty equal installments of \$892.50 on the first day of January and July of each year, together with and in addition to each said installment, interest on the unpaid principal balance, as of the principal payment date, at the prime rate of interest being charged on that date by the bank doing business in Oregon and having the largest deposits. Payments received shall be applied first to accrued interest and then to principal.

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

3.3 Compliance with Laws. Mortgagor will promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency which may be applicable to it or to the

Real Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Real Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Real Property.

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

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

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

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

3.8 Construction Liens. Mortgagor shall not permit or suffer any construction or similar lien on any of the Real Property, except as such liens may be filed in the normal course by contractors, suppliers and the like. Mortgagor shall remove or cause the removal of all such liens by payment of amounts due on account thereof. If Mortgagor desires to contest any such lien, immediately upon the commencement of any litigation concerning the same, Mortgagor may contest the lien by posting a bond necessary for its removal.

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

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

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

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

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

4.5 The default under any superior encumbrance to this mortgage.

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

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

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

5.3 **Receiver.** District shall be entitled, as a matter of right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor or the adequacy of the Real Property as security, to have a receiver appointed to enter upon and

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

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

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

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

6. Miscellaneous.

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

6.2 Attorney Fees and Costs. In the event action is instituted to enforce or interpret any of the terms of this Mortgage, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the action, as set by court, at trial, on appeal or review.

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

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

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

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

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

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

[Signature]
(Legal owner)

[Signature]
(Legal owner)

12977 SE Regency View St
Mailing Address Happy Valley, OR 97086

12977 SE Regency View St
Mailing Address Happy Valley, OR 97086

STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me on this 30 day of September, 2016 by Maria Denise Campan-Spiridon and Cornelie Spiridon



Kathleen M Himebauch
Notary Public for Oregon
My Commission Expires: November 16 2018

EXHIBIT "A"

All of that portion described in deed reference 2015-074456

(Tax Lot 22E02BA06316)



Gregory L. Geist
Director

October 27, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements

Purpose/Outcomes	Continue work as part of the Regional Coalition for Clean River and Stream Education
Dollar Amount and Fiscal Impact	\$8,000.00 (Joint funding with Surface Water Management Agency of Clackamas County)
Funding Source	Clackamas County Service District No. 1 FY 2016-17 District Budget
Duration	June 30, 2017
Previous Board Action/Review	Original IGA: 071711 VI. 1. on March 17, 2011 Amendment 1: 091015 V. 2. on September 10, 2015
Strategic Plan Alignment	This program supports the WES Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding, and that 50% of District streams are healthy. This program supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.
Contact Person	Ron Wierenga (503) 742-4581

BACKGROUND:

Clackamas County Service District No. 1 (CCSD1) meets river and stream health regulatory requirements as prescribed by the Oregon Department of Environmental Quality. These requirements are for Total Maximum Daily Load (TMDL) pollutant reductions as part of National Pollutant Discharge Elimination System (NPDES) stormwater permits. Sibling agencies throughout the region also have responsibilities associated with their own permits of these same type. As the goals for carrying out the regulations in these permits ultimately pertain to the same regional watershed, a number of agencies with this responsibility have sought out the creation of a common collaborative public education process that meet the goals for all agencies.

Under this agreement, the parties are continuing work as the Regional Coalition for Clean Rivers and Streams (Coalition). The goal of the Coalition is to develop and implement a regional stormwater pollution prevention public awareness campaign, specifically to:

1. raise public awareness about the connection between stormwater pollution and watershed health in our region;
2. promote individual responsibility for prevention of polluted waterways;
3. foster public understanding of stormwater/pollution prevention and fish recovery and create public awareness messages that can be applied by each jurisdiction throughout the region;
4. serve as communications sources to any jurisdiction/group working on stormwater/fish restoration efforts;
5. project to the public a regional partnership and unified approach to public education and communications issues regarding water quality to maximize public resources and avoid duplication of efforts; and
6. meet NPDES stormwater permit conditions.

Funding for the Coalition is based on the combination of the population of each city, county or service district and an average of the participants. The population figures come from Portland State University Urban Affairs Program and were confirmed and agreed upon by each service district. Funding on behalf of WES is split between CCSD1 and Surface Water Management Agency of Clackamas County.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Intergovernmental Agreement between Clackamas County Service District No. 1, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement (Agreement) is entered into by and between the following parties: Clean Water Services, a county service district formed pursuant to ORS Chapter 451 (District); Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County, both county service districts formed pursuant to ORS Chapter 451 (Clackamas County); Multnomah County, a home rule county, acting by and through its Department of Community Services (Multnomah County); and the City of Gresham (each a “Party” and collectively, the “Parties”).

RECITALS

- A. The Parties have the authority to enter into this Agreement pursuant to ORS 190.003 et seq.
- B. The Parties hereto are Designated Management Agencies (DMA) for Total Maximum Daily Load (TMDL) pollutant reductions and have been issued National Pollutant Discharge Elimination System (NPDES) stormwater permits from the Oregon Department of Environmental Quality (ODEQ).
- C. Many jurisdictions and organizations are working to find solutions that will address the water quality needs of the region’s watersheds as a whole.
- D. The Parties agree to be known as the Regional Coalition for Clean Rivers and Streams (Coalition) for the purposes of this Agreement.
- E. The Parties agree that a collaborative and constructive process to coordinate, develop and implement a regional stormwater pollution prevention public awareness and media campaign consistent with certain NPDES stormwater permit conditions relating to public education is necessary.
- F. The Parties believe it is in the best interests of all to coordinate, develop and implement a regional stormwater pollution prevention public awareness and media campaign to promote ways to protect and improve water quality, and address stormwater runoff pollution problems.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. PURPOSE

1.01 The purpose of this Agreement is to coordinate, develop and implement a regional public awareness and media campaign consistent with certain TMDL and NPDES stormwater permit requirements.

SECTION 2. REGIONAL PUBLIC AWARENESS AND CAMPAIGN.

2.01 Goals. The Parties agree that the goals of the media and public awareness campaign are to:

- (a) raise public awareness about the connection between stormwater pollution and watershed health in our region;
- (b) promote individual responsibility for prevention of polluted waterways;
- (c) foster public understanding of stormwater/pollution prevention and fish recovery and create public awareness messages that can be applied by each jurisdiction throughout the region;
- (d) serve as communications sources to any jurisdiction/group working on stormwater/fish restoration efforts;
- (e) project to the public a regional partnership and unified approach to public education and communications issues regarding water quality to maximize public resources and avoid duplication of efforts; and
- (f) meet NPDES stormwater permit conditions.

2.02 Duration. Subject to Section 4 of this Agreement dealing with termination or withdrawal, this Agreement shall be effective from the date of the last signature and terminates on June 30, 2017, unless the majority of the Parties elect to terminate sooner. A majority of the Parties is defined as fifty percent (50%) of the participating entities plus one (1).

2.03 Meetings; Manner of Acting. The Parties shall meet on a periodic basis at a mutually convenient time and place. Any decision seeking financing or other financial obligation, or other forms of indebtedness, shall require an affirmative majority vote, in person or by proxy, of the governing body of each Party, except that any representative may bind his/her entity without governing body approval if the amount in question is within his/her delegated contracting authority.

2.04 Task Leaders. Task leaders may be appointed by the Parties. If appointed, the task leaders shall, subject to control and direction of the Parties, conduct the following tasks: (1) budget and fiscal activities; (2) purchasing and business activities; (3) financial reporting not less than once monthly and preparing such other reports and the information as the Parties may require; and (4) conducting the day-to-day affairs under this Agreement.

2.05 Budgeting and Accounting. It is anticipated that each Party shall budget its staff and funds for costs or provision of in-kind services to develop and implement the regional media and public awareness campaign. The annual budget shall not exceed thirty-one thousand dollars (\$31,000) as provided in Exhibit A, without the written approval of all Parties.

Unless otherwise unanimously agreed, each Party's share of the expenses incurred pursuant to this Agreement shall be proportionate to the individual Party's population in relation to the combined population of all Parties as set forth in Exhibit A to this Agreement.

Each Party shall be responsible only for its proportionate share of expenses incurred pursuant to this Agreement.

2.06 Fiscal Year. For purposes of this Agreement, the fiscal year shall begin on July 1 and end on June 30 of each year.

SECTION 3. INDIVIDUAL ENTITY OBLIGATION.

3.01 Scope of Participation. It is intended that this Agreement will allow the individual entities to participate in the development and implementation of the regional media and public awareness campaign as they desire as set forth in Exhibit B to this Agreement.

3.02 Authorization of Multnomah County. By execution hereof, all Parties hereto authorize Multnomah County to enter into a contract(s) and incur costs necessary and consistent with the purposes of developing and implementing the regional media and public awareness campaign. The Parties acknowledge and agree that Multnomah County will incur costs and execute the contract(s), but that all are benefited thereby and that this authorization is limited to the cost share amount for each entity shown in Exhibit A to this Agreement. The Parties acknowledge and agree that Multnomah County is not obligated to enter into

contract(s) or incur costs in excess of the amounts actually contributed by the Parties pursuant to Section 3.03.

3.03 Contribution and Distribution of Funds. Within thirty days after execution of the Agreement, Multnomah County will invoice each Party for their proportionate share (unless otherwise unanimously agreed) of the costs of this Agreement, as set forth on Exhibit A. Payments to Multnomah County shall be due within 30 days following invoice. Payments shall be made to "Multnomah County" at its offices "Attention Roy Iwai, Department of Community Services Transportation Division, 1620 SE 190th Ave , Portland, Oregon, 97233." Any amount unpaid after 30 days shall accrue interest at nine percent (9%) per annum until paid. Multnomah County shall make all payments required under the contract(s).

3.04 Approval of Campaign. The representative of each Party shall be given a reasonable opportunity to review and approve all aspects of the final media campaign. The final media and public awareness campaign, including but not limited to campaign message contents, media methods chosen, frequency of distribution and area of distribution shall require the approval of the representative of each Party prior to implementation.

3.05 Funding by Parties. As permitted by law, each Party may seek and obtain funding from other public or private entities for previously approved or additional proposed activities pursuant to this Agreement.

3.06 Licensed Use of Final Media Campaign Materials. No Party shall give a license to use any intellectual property or work product created under this Agreement for the final media and public awareness campaign without the written consent of all Parties. To the extent that the creation of any intellectual property or work product created under this Agreement creates associated ownership rights in the Parties, the Parties shall equally share those ownership rights.

SECTION 4. TERMINATION.

4.01 Withdrawal. Any Party may elect to terminate its obligations and withdraw from further participation under this Agreement by giving written notice of its desire to the other Parties. Withdrawal shall be effective 60 days after

notice is given. The withdrawing entity shall be responsible for the entity's share, as set forth in Exhibit A.

4.02 Termination of Agreement. If a majority of the Parties elect to terminate this Agreement, or if the Agreement reaches the end of the term, any remaining assets upon termination, after payment of any outstanding debts, shall be distributed to the original contributing Party and any remaining cash or other proceeds upon termination, after payment of any outstanding debts, shall be distributed proportionately according to the formula established for the term of the Agreement in Exhibit A, unless there is a unanimous written agreement otherwise.

4.03 Jurisdiction of Circuit Court. With the agreement of all Parties involved in a dispute, the dispute may be settled by arbitration under the jurisdiction of the Circuit Court of the State of Oregon for Multnomah County pursuant to ORS Chapter 36.

SECTION 5. AMENDMENT.

This Agreement may be amended by mutual written agreement of the representatives of each Party. Any subsequent amendments to this Agreement which increase the cost to any Party shall not be effective until approved and signed by the General Manager, Director or designee, or when required by the applicable Party's rules, the governing body of the Party.

SECTION 6. GENERAL PROVISIONS.

6.01 Merger Clause. This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

6.02 Assignment. No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other Parties.

6.03 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6.04 Notices. Any notice herein or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

Clean Water Services
Attn: Karen DeBaker
2550 SW Hillsboro Highway
Hillsboro, OR 97123
(503) 681-4450
debakerk@cleanwaterservices.org

Clackamas County c/o Water Environment Services
Attn: Gari Johnson
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4631
GJohnson2@co.clackamas.or.us

Multnomah County, Department of Community Services
Attn: Roy Iwai
1620 SE 190th Ave
Portland, OR 97233-5910
(503) 988-0195
roy.iwai@multco.us

City of Gresham
Attn: Keri Handaly
1333 NW Eastman Parkway
Gresham, OR 97030
(503) 618-2657
Keri.handaly@greshamoregon.gov

6.05 Costs, Disbursements, and Fees. If a dispute should arise among the Parties regarding any term or portion of this Agreement, each Party shall bear their own costs, disbursements, and fees.

6.06 Counterparts. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, any one of which shall constitute an agreement between and among the Parties. Executed originals (or counterpart originals) of this Agreement may be delivered by electronic mail or by facsimile, which electronic mail or facsimile copies shall be deemed originals.

6.07 Indemnification. Subject to the limitations on liability contained in the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, save, hold harmless, and indemnify all other Parties and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of that Party or its officers, employees, subcontractors, or agents under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Cooperative Agreement on the date set forth opposite their names below:

CLEAN WATER SERVICES

By: _____

Title: _____

Date: _____

Approved as to form

District Counsel

CLACKAMAS COUNTY SERVICE
DISTRICT NO.1

By: _____

Title: _____

Date: _____

SURFACE WATER MANAGEMENT
AGENCY OF CLACKAMAS COUNTY

By: _____

Title: _____

Date: _____

Approved as to Form:

MULTNOMAH COUNTY, OREGON

By: _____

Title: _____

Date: _____

Reviewed:

JENNY M. MADKOUR, COUNTY
ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Katherine Thomas, Assistant County
Attorney

CITY OF GRESHAM, OREGON

By: _____

Title: _____

Date: _____

Attest:

Approved as to form:

By: _____
Title: City Clerk

By: _____
Title: City Attorney

EXHIBIT A

REGIONAL COALITION FOR CLEAN RIVERS AND STREAMS

Cost Sharing Formula

The cost sharing formula developed by the Coalition is based on the combination of the population of each city, county or service district and an average of the participants. There are four partners. The population figures come from Portland State University Urban Affairs Program and were confirmed and agreed upon by each service district.

The proposed budget for development of this media and public awareness campaign is \$31,000. The cost for each Coalition member is a rounded figure based on percentage of population, as follows:

	<i>Population</i>	<i>Percentage</i>	<i>Annual Budget</i>
Clackamas WES	279,890	27.2%	\$ 8,000
CWS	572,000	55.6%	\$ 17,000
Multco	57,070	5.5%	\$ 2,000
Gresham	120,000	11.7%	\$ 4,000
TOTAL	1,028,960	100.0%	\$ 31,000

EXHIBIT B

REGIONAL COALITION FOR CLEAN RIVERS AND STREAMS

Scope of Work

The Coalition will maintain an annual media and public awareness campaign that will utilize a variety of media outreach tools that will maximize each agency's investment. The campaign will target diverse audiences.

Messages may include, but not be limited to, "The River Starts Here" campaign promotion, featuring stormwater pollution prevention messages and water quality messages.

The Coalition will:

- Develop a schedule for the campaign;
- Develop the campaign and decide on media outlets;
- Secure the media outlets and purchase time;
- Develop the mechanical artwork or broadcast tapes;
- Seek additional sponsorship from potential corporate partners;
- If needed, the group will develop a scope of work, Request for Proposal document and conduct selection of a creative or administrative consultant; and
- Conduct evaluation and distribute report of the campaign following implementation.



Gregory L. Geist
Director

October 27, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Surface Water Management Agency of Clackamas County, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements

Purpose/Outcomes	Continue work as part of the Regional Coalition for Clean River and Stream Education
Dollar Amount and Fiscal Impact	\$8,000.00 (Joint funding with Clackamas County Service District No. 1)
Funding Source	Surface Water Management Agency of Clackamas County FY 2016-17 District Budget
Duration	June 30, 2017
Previous Board Action/Review	Original IGA: 071711 VI. 1. on March 17, 2011 Amendment 1: 091015 V. 2. on September 10, 2015
Strategic Plan Alignment	This program supports the WES Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding, and that 50% of District streams are healthy. This program supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.
Contact Person	Ron Wierenga (503) 742-4581
Contract No.	N/A

BACKGROUND:

Surface Water Management Agency of Clackamas County (SWMACC) meets river and stream health regulatory requirements as prescribed by the Oregon Department of Environmental Quality. These requirements are for Total Maximum Daily Load (TMDL) pollutant reductions as part of National Pollutant Discharge Elimination System (NPDES) stormwater permits. Sibling agencies throughout the region also have responsibilities associated with their own permits of these same type. As the goals for carrying out the regulations in these permits ultimately pertain to the same regional watershed, a number of agencies with this responsibility have sought out the creation of a common collaborative public education process that meet the goals for all agencies.

Under this agreement, the parties are continuing work as the Regional Coalition for Clean Rivers and Streams (Coalition). The goal of the Coalition is to develop and implement a regional stormwater pollution prevention public awareness campaign, specifically to:

1. raise public awareness about the connection between stormwater pollution and watershed health in our region;
2. promote individual responsibility for prevention of polluted waterways;
3. foster public understanding of stormwater/pollution prevention and fish recovery and create public awareness messages that can be applied by each jurisdiction throughout the region;
4. serve as communications sources to any jurisdiction/group working on stormwater/fish restoration efforts;
5. project to the public a regional partnership and unified approach to public education and communications issues regarding water quality to maximize public resources and avoid duplication of efforts; and
6. meet NPDES stormwater permit conditions.

Funding for the Coalition is based on the combination of the population of each city, county or service district and an average of the participants. The population figures come from Portland State University Urban Affairs Program and were confirmed and agreed upon by each service district. Funding on behalf of WES is split between SWMACC and Clackamas County Service District No. 1.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Surface Water Management Agency of Clackamas County, approve the Intergovernmental Agreement between Surface Water Management Agency of Clackamas County, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements.

Respectfully submitted,

Greg Geist, Director
Water Environment Services